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No. 35] NEW DELHI, AUGUST 24—AUGUST 30, 2014, SATURDAY/BHADRA 2—BHADRA 8, 1936

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 19 अगस्त, 2014

का.आ. 2298.—केन्द्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दिल्ली विशेष पुलिस स्थापना (केन्द्रीय अन्वेषण ब्यूरो) द्वारा आरसी 3(एस) 1984-एसीयू-I (भोपाल गैस लीकेज मामले) (सीआरएल. एमसीआरसी सं. 4240/2013) में तथा इससे सम्बद्ध एवं उसी संव्यवहार के अन्य मामलों में जबलपुर स्थित मध्यप्रदेश उच्च न्यायालय तथा जिला एवं सत्र न्यायालय, भोपाल में उपस्थित होने के लिए श्री राशिद सुहैल सिद्दीकी, भारत के सहायक सालिसिटर जनरल को विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[फा. सं. 225/3/2014-एवीडी-II]

राजीव जैन, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES
AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 19th August, 2014

S.O. 2298.—In exercise of the Powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri Rashid Suhal Siddiqui, Assistant Solicitor General of India as Special Public Prosecutor for appearing in RC. 3 (S) 1984-ACU. I (Bhopal Gas Leakage Case) (CrI. MCRC No. 4240/2013) instituted by the Delhi Special Police Establishment (Central Bureau of Investigation) in the Madhya Pradesh High Court at Jabalpur and District and Sessions Judge Court, Bhopal and other matters connected therewith and incidental thereto.

[F.No. 225/3/2014-AVD-II]

RAJIV JAIN, Under Secy.

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 3 जुलाई, 2014

का.आ. 2299.—भारतीय रिजर्व बैंक अधिनियम, 1934 की धारा 8 की उप-धारा (4) के साथ पठित उप-धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, श्री एच. आर. खान (जन्म तिथि : 29-7-1954) को 4 जुलाई, 2014 से या अगले आदेशों तक, जो भी पहले हो, दो वर्ष की अवधि के लिए भारतीय रिजर्व बैंक के डिप्टी गवर्नर के पद पर पुनर्नियुक्त करती है।

[फा. सं. 1/1/2011-बीओ-1]

मिहिर कुमार, निदेशक (बीओ-1)

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 3rd July, 2014

S.O. 2299.—In exercise of the Powers conferred by clause (a) of sub-section (1) read with sub-section (4) of Section 8 of the Reserve Bank of India Act, 1934, the Central Government hereby re-appoints Shri H. R. Khan (DoB : 29.7.1954), as Deputy Governor, Reserve Bank of India for a period of two years w.e.f. 4th July, 2014, or until further orders, whichever is earlier.

[F.No. 1/1/2011-BO-I]

MIHIR KUMAR, Director (BO-I)

नई दिल्ली, 17 जुलाई, 2014

का.आ. 2300.—भारतीय रिजर्व बैंक अधिनियम, 1955 (1955 का 23) की धारा 19 के खण्ड (ख) और धारा 20 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, स्टेट बैंक आफ बीकानेर एंड जयपुर के प्रबंध निदेशक, श्री बी. श्रीराम (जन्म तिथि 20-09-1958) को उनके द्वारा पदभार ग्रहण करने की तारीख से 30-09-2018 तक अर्थात् उनके अधिवर्षिता की आयु प्राप्त करने की तारीख तक अथवा अगले आदेशों तक, जो भी पहले हो, श्री हेमन्त जी. कॉन्ट्रैक्टर (जो 30-04-2014 को सेवानिवृत्त हो चुके हैं) के स्थान पर, भारतीय स्टेट बैंक के प्रबंध निदेशक के पद पर नियुक्त करती है।

[फा. सं. 2/7/2013-बीओ-1]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 17th July, 2014

S.O. 2300.—In exercise of the Powers conferred by clause (b) of section (19) and Sub-Section (1) of Section 20 of the State Bank of India Act, 1955 (23 of 1955), the Central Government, hereby appoints Shri B. Sriram (DoB : 20-09-1958), Managing Director, State Bank of Bikaner & Jaipur as Managing Director, State Bank of India, against the vacancy of Shri Hemant G. Contractor (who

superannuated on 30-04-2014), from the date of his taking over the charge of the post and upto 30-09-2018 i.e. the date of his attaining the age of superannuation or until further orders, whichever is earlier.

[F.No. 2/7/2013-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 17 जुलाई, 2014

का.आ. 2301.—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 19 के खण्ड (ख) और धारा 20 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, एसबीआई कैपिटल मार्केट लिमिटेड के प्रबंध निदेशक एवं मुख्य कार्यपालक अधिकारी, श्री वी.जी.कानन (जन्म तिथि 11-07-1956) को उनके द्वारा पदभार ग्रहण करने की तारीख से 31-07-2016 तक अर्थात् उनके अधिवर्षिता की आयु प्राप्त करने की तारीख तक अथवा अगले आदेशों तक, जो भी पहले हो, श्री एस. विश्वनाथन (जो 30-04-2014 को सेवानिवृत्त हो चुके हैं) के स्थान पर, भारतीय स्टेट बैंक के प्रबंध निदेशक के पद पर नियुक्त करती है।

[फा. सं. 2/7/2013-बीओ-1]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 17th July, 2014

S.O. 2301.—In exercise of the Powers conferred by clause (b) of Section (1) and sub-section (1) of Section 20 of the State Bank of India Act, 1955 (23 of 1955), the Central Government, hereby appoints Shri V.G. Kannan (DoB: 11-07-1956), Managing Director & Chief Executive Officer, SBI Capital Markets Limited as Managing Director, State Bank of India against the vacancy of Shri S. Visvanathan (who superannuated on 30-04-2014), from the date of his taking over the charge of the post and upto 31-07-2016 i.e. the date of his attaining the age of superannuation or until further orders, whichever is earlier.

[F.No. 2/7/2013-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 20 जुलाई, 2014

का.आ. 2302.—भारतीय निर्यात-आयात बैंक अधिनियम, 1981 की धारा 6 की उप-धारा (2) के साथ पठित धारा 6 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, आईडीबीआई एसेट मैनेजमेंट कंपनी लि. के प्रबंध निदेशक एवं सीईओ श्री देबाशिश मलिक (जन्म तिथि : 01-10-1959) को उनके द्वारा पदभार ग्रहण करने की तारीख से 5 वर्ष की अवधि के लिए या 30-09-2019 तक अर्थात् उनके द्वारा अधिवर्षिता की आयु प्राप्त कर लेने या अगले आदेशों तक, जो भी पहले हो, 65,000-78,000 रुपए के वेतनमान में भारतीय निर्यात-आयात बैंक (एक्जिम बैंक) के उप प्रबंध निदेशक के पद पर नियुक्त करती है।

[फा. सं. 7/2(ii)/2013-बीओ-1]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 20th July, 2014

S.O. 2302.—In exercise of the Powers conferred by clause (aa) of sub-section (1) of section 6 read with sub-section (2) of section 6 of the Export-Import Bank of India Act, 1981, the Central Government hereby appoints Shri Debasish Mallick (DOB : 01-10-1959), MD & CEO, IDBI Asset Management Company Ltd. as Deputy Managing Director of the Export Import (EXIM) Bank of India in the pay scale of Rs. 65,000-78,000/- for a period of 5 years from the date of his taking over the charge of the post or till 30-09-2019 i.e. the date of his attaining the age of superannuation, or until further orders, whichever is earlier.

[F.No. 7/2 (ii)/2013-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 20 जुलाई, 2014

का.आ. 2303.—भारतीय निर्यात-आयात बैंक अधिनियम, 1981 की धारा 6 की उप-धारा (2) के साथ पठित धारा 6 की उप-धारा (1) के खण्ड (क क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, भारतीय निर्यात-आयात बैंक के कार्यपालक निदेशक श्री डेविड रसकिन्हा (जन्म तिथि: 01-06-1961) को उनके द्वारा पदभार ग्रहण करने की तारीख से 5 वर्ष की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, 65,000-78,000/- रुपए के वेतनमान में भारतीय निर्यात-आयात बैंक (एक्जिम बैंक) के उप प्रबंध निदेशक के पद पर नियुक्त करती है।

[फा. सं. 7/2(i)/2013-बीओ-1]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 20th July, 2014

S.O. 2303.—In exercise of the Powers conferred by clause (aa) of sub-section (1) of section 6 read with sub-section (2) of section 6 of the Export-Import Bank of India Act, 1981, the Central Government hereby appoints Shri David Rasquinha (DoB : 01-06-1961), Executive Director, Export-Import (EXIM) Bank of India, as Deputy Managing Director of the Export Import (EXIM) Bank of India, in the pay scale of Rs. 65,000-78,000/- for a period of 5 years from the date of his taking over the charge of the post or until further orders, whichever is earlier.

[F.No. 7/2 (i)/2013-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 30 जुलाई, 2014

का.आ. 2304.—भारतीय रिजर्व बैंक अधिनियम, 1934 की धारा 8 की उपधारा (4) के साथ पठित उप-धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, बैंक आफ बड़ौदा के अध्यक्ष एवं प्रबंध निदेशक श्री एस.

एस. मुन्द्रा (जन्म तिथि: 18-07-1954) को उनके पदभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, भारतीय रिजर्व बैंक के डिप्टी-गवर्नर के पद पर नियुक्त करती है।

[फा. सं. 1/6/2013-बीओ-1]

मिहिर कुमार, निदेशक (बीओ-1)

New Delhi, the 30th July, 2014

S.O. 2304.—In exercise of the Powers conferred by clause (a) of sub-section (1) read with sub-section (4) of Section 8 of the Reserve Bank of India Act, 1934, the Central Government hereby appoints Shri S.S. Mundra (DoB : 18-07-1954), Chairman & Managing Director, Bank of Baroda as Deputy Governor, Reserve Bank of India for a period of three years from the date of his taking over charge of the post or until further orders, whichever is earlier.

[F.No. 1/6/2013-BO-I]

MIHIR KUMAR, Director (BO.I)

नई दिल्ली, 14 अगस्त, 2014

का.आ. 2305.—राष्ट्रीय कृषि और ग्रामीण विकास बैंक अधिनियम, 1981 की धारा 6 के खण्ड (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, बैंकर्स इंस्टीट्यूट आफ रुरल डेवलपमेंट (बीआईआरडी) के निदेशक श्री हरीशकुमार रसिकलाल दवे (जन्म तिथि: 16-04-1959) को उनके द्वारा पदभार ग्रहण करने की तारीख से पांच वर्ष की अवधि के लिए या उनकी अधिवर्षिता की तारीख अर्थात् 30-04-2019 तक या अगले आदेशों तक, जो भी पहले हो, 65,000-78,000/- रुपए के वेतनमान में राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड) के उप-प्रबंध निदेशक के पद पर नियुक्त करती है।

[फा. सं. 7/5(i)/2009-बीओ-1]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 14th August, 2014

S.O. 2305.—In exercise of the Powers conferred by clause (3) of section 6 of the National Bank for Agriculture and Rural Development Act, 1981, the Central Government hereby appoints Shri Harishkumar Rasiklal Dave (DoB : 16-04-1959), Director, Bankers Institute of Rural Development (BIRD), as Deputy Managing Director, National Bank for Agriculture and Rural Development (NABARD) in the pay scale of Rs. 65,000-78,000 for a period of Five years from the date of his taking over the charge of the post or till the date of his superannuation i.e. 30-04-2019 or until further orders, whichever is earlier.

[F.No. 7/5(i)/2009-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 14 अगस्त, 2014

New Delhi, the 14th August, 2014

का.आ. 2306.—राष्ट्रीय कृषि और ग्रामीण विकास बैंक अधिनियम, 1981 की धारा 6 के खण्ड (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड) के मुख्यप्रबंधक श्री आर.अमलोरपवानाथन (जन्म तिथि: 01-06-1959) को उनके द्वारा पदभार ग्रहण करने की तारीख से पांच वर्ष की अवधि के लिए या उनकी अधिवर्षिता की तारीख अर्थात् 31-05-2019 तक या अगले आदेशों तक, जो भी पहले हो, 65,000-78,000/- रुपए के वेतनमान में राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड) के उप-प्रबंध निदेशक के पद पर नियुक्त करती है।

[फा. सं. 7/5(ii)/2009-बीओ-1]

विजय मल्होत्रा, अवर सचिव

S.O. 2306.—In exercise of the Powers conferred by clause (3) of section 6 of the National Bank for Agriculture and Rural Development Act, 1981, the Central Government hereby appoints Shri R. Amalorpavanathan (DoB : 01-06-1959), Chief General Manager, National Bank for Agriculture and Rural Development (NABARD) as Deputy Managing Director, National Bank For Agriculture and Rural Development (NABARD) in the pay scale of Rs. 65,000-78,000 for a period of Five years from the date of his taking over the charge of the post or till the date of his superannuation i.e. 31-05-2019 or until further orders, whichever is earlier.

[F.No. 7/5(ii)/2009-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 22 अगस्त, 2014

का.आ. 2307.—सरकारी स्थान (अनधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, निम्नलिखित सारणी के कालम (2) में उल्लिखित अधिकारियों को उक्त अधिनियम के प्रयोजन के लिए सम्पदा अधिकारी नियुक्त करती है और आगे यह निदेश देती है कि उक्त अधिकारी उक्त अधिनियम द्वारा या उसके अंतर्गत सम्पदा अधिकारी को प्रदत्त शक्तियों और अधिरोपित कर्तव्यों का अधोलिखित सारणी के कालम (3) में यथा विनिर्दिष्ट क्षेत्र के अंतर्गत आने वाले सरकारी स्थानों के संबंध में, अपने क्षेत्राधिकार की स्थानीय सीमा के भीतर प्रयोग करेंगे।

सारणी

क्र. सं.	अधिकारी का पदनाम	सरकारी स्थानों की श्रेणियां और क्षेत्राधिकार की स्थानीय सीमाएं
(1)	(2)	(3)
1.	आंचलिक प्रबंधक, आगरा अंचल, आगरा	उत्तर प्रदेश राज्य में आगरा, अलीगढ़, इटावा, फर्रुखाबाद, फिरोजाबाद, हाथरस, कन्नौज, मनीपुर, मथुरा जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक आफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
2.	आंचलिक प्रबंधक, अहमदाबाद अंचल, अहमदाबाद	गुजरात राज्य में अहमदाबाद, खेड़ा जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक आफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
3.	आंचलिक प्रबंधक, अमृतसर अंचल, अमृतसर	जम्मू और कश्मीर तथा पंजाब राज्य में अमृतसर, गुरदासपुर, होशियारपुर, जालंधर, कपूरथला, शहीद भगत सिंह नगर, तरन-तारन, सांबा जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक आफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
4.	आंचलिक प्रबंधक, भागलपुर अंचल, भागलपुर	झारखण्ड राज्य में देवघर तथा बिहार राज्य में बांका, बेगुसराय, भागलपुर, गोड्डा, जमूई, कटिहार, खगड़िया, किशनगंज, मुंगेर, पाकुर, पूर्णिया, सहरसा, साहिबगंज, सुपौल जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक आफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
5.	आंचलिक प्रबंधक, भोपाल अंचल, भोपाल	मध्य प्रदेश राज्य में अशोकनगर, भिण्ड, भोपाल, गुना, ग्वालियर, होशंगाबाद, मुरैना, राजगढ़, सिहोर, शिवपुरी जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक आफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।

(1)	(2)	(3)
6.	आंचलिक प्रबंधक, बैंक ऑफ इंडिया, भुवनेश्वर	उड़ीसा राज्य में अंगुल, बालासोर, भद्रक, भुवनेश्वर, बोलनगीर, कटक, गंजाम, जगतसिंह पुर, जैपौर, झारसुगुडा, कालाहांडी, केन्द्रपाडा, खुर्दा, कोरापुट, नयागढ़, पुरी, रायगढ़ संबलपुर, सुंदरगढ़ जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
7.	आंचलिक प्रबंधक, चण्डीगढ़ अंचल, चण्डीगढ़	हरियाणा, हिमाचल प्रदेश राज्य तथा संघ राज्य क्षेत्र चण्डीगढ़ में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
8.	आंचलिक प्रबंधक, चेन्नै अंचल, चेन्नै	तमिलनाडु राज्य में चेन्नै, कुड्डालोर, कांचीपुरम, कराईकल, नागपट्टनम, पेम्बलूर, पांडिचेरी, तंजावूर, तिरुवेल्लूर, तिरुअन्नामलाई, वेल्लोर, विलुपुरम जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
9.	आंचलिक प्रबंधक, कोयम्बतूर अंचल, कोयम्बतूर	तमिलनाडु राज्य में कोयम्बतूर, धर्मपुरी, डिंडिगुल, इरोड, कन्याकुमारी, करूर, कोडईकनाल, कृष्णागिरी, मदुरै, नमक्कल, नीलगिरी, पुरूकोट्टई, रामानाथपुरम, सालेन, शिवगंगा, थेनी, तिरुचिरापल्ली, तिरुनेलवेली, तूतीकोरन, विरुद्धनगर जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
10.	आंचलिक प्रबंधक, धनबाद अंचल, धनबाद	झारखण्ड राज्य में धनबाद जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
11.	आंचलिक प्रबंधक, गांधीनगर अंचल, गांधीनगर	गुजरात राज्य में बनासकांठा, गांधीनगर, कच्छ, मेहसाणा, पाटन, साबरकांठा जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
12.	आंचलिक प्रबंधक, गाजियाबाद अंचल, गाजियाबाद	उत्तर प्रदेश राज्य में बरेली, बिजनौर, बुलंदशहर, गौतमबुद्ध नगर, गाजियाबाद, मेरठ, मुरादाबाद, मुजफ्फरनगर, रामपुर, सहारनपुर जिलों/उप-शहरी जिलों तथा उत्तराखंड राज्य में सभी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
13.	आंचलिक प्रबंधक, बोकारो अंचल, बोकारो	झारखण्ड राज्य में बोकारो, बोकारो स्टील सिटी, गिरीडीह जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
14.	आंचलिक प्रबंधक, गोवा अंचल, गोवा	गोवा राज्य में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
15.	आंचलिक प्रबंधक, गुवाहाटी अंचल, गुवाहाटी	असम, मणिपुर, मिजोरम, अरुणाचल प्रदेश, त्रिपुरा, मेघालय तथा नागालैण्ड राज्य में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
16.	आंचलिक प्रबंधक, हजारीबाग अंचल, हजारीबाग	झारखण्ड राज्य में चतरा, हजारीबाग, कोडरमा, रामगढ़, रामगढ़ छावनी जिलों/उप-शहरी जिलों में स्थित बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए तथा उसके प्रशासनिक नियंत्रण वाले परिसर।
17.	आंचलिक प्रबंधक, हावड़ा अंचल, हावड़ा	पश्चिम बंगाल राज्य में बांकुरा, बीरभूम, बर्धवान, हुगली, हावड़ा, मिदनापुर, पूर्व मदनापुर, पुरुलिया जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।

(1)	(2)	(3)
18.	आंचलिक प्रबंधक, हैदराबाद अंचल, हैदराबाद	आन्ध्र प्रदेश राज्य में अनंतपुर, चितूर, कुड्डापाह, हैदराबाद, करीमनगर, कूरनूल, नालगोंडा, नेल्लोर, निजामाबाद, रंगारेड्डी, बारंगल जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
19.	आंचलिक प्रबंधक, इन्दौर अंचल, इन्दौर	मध्य प्रदेश राज्य में धार, इन्दौर जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
20.	आंचलिक प्रबंधक, जमशेदपुर अंचल, जमशेदपुर	झारखण्ड राज्य में ईस्ट सिंहभूम, सरायकेला, खरसावान, वैस्ट सिंहभूम जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
21.	आंचलिक प्रबंधक, कानपुर अंचल, कानपुर	उत्तर प्रदेश राज्य में फतेहपुर, जालौन, झांसी, कानपुर, कानपुर देहात, उन्नाव जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
22.	आंचलिक प्रबंधक, कर्नाटक अंचल, कर्नाटक	कर्नाटक राज्य में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
23.	आंचलिक प्रबंधक, क्यौझर अंचल, क्यौझर	उड़ीसा राज्य में क्यौझर, मयुरभंज जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
24.	आंचलिक प्रबंधक, केरल अंचल, केरल	केरल राज्य में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
25.	आंचलिक प्रबंधक, खण्डवा अंचल, खण्डवा	मध्य प्रदेश राज्य में बरवानी, बेतुल, बुरहानपुर, हरदा खंडवा, खरगोन जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
26.	आंचलिक प्रबंधक, कोल्हापुर अंचल, कोल्हापुर	महाराष्ट्र राज्य में कोल्हापुर, सांगली, सतारा जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
27.	आंचलिक प्रबंधक, कोलकाता अंचल, कोलकाता	पश्चिम बंगाल राज्य में 24 परगना नार्थ, 24 परगना साउथ, कोलकाता, नदिया जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
28.	आंचलिक प्रबंधक, लखनऊ अंचल, लखनऊ	उत्तर प्रदेश राज्य में बाराबंकी, हरदोई, खासी, लखनऊ, पीलीभीत, शाहजहांपुर जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
29.	आंचलिक प्रबंधक, लुधियाना अंचल, लुधियाना	पंजाब राज्य में लुधियाना, मुक्तसर, संगरूर, फरीदकोट, फाजिल्का, मोगा, भटिण्डा, मोहाली, पटियाला, फतेहगढ़ साहिब, फिरोजपुर, रूप नगर, श्री मुक्तसर साहिब, बरनाला जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
30.	आंचलिक प्रबंधक, मुजफ्फरपुर अंचल, मुजफ्फरपुर	बिहार राज्य में दरभंगा, ईस्ट चम्पारण, गोपालगंज, मधुबनी, मुजफ्फरपुर, समस्तीपुर, सारन, सिहार, सीतामढ़ी, सिवान, वैस्ट चम्पारण जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
31.	आंचलिक प्रबंधक, नागपुर-I अंचल, नागपुर	महाराष्ट्र राज्य में नागपुर, वर्धा जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।

(1)	(2)	(3)
32.	आंचलिक प्रबंधक, नागपुर-II अंचल, नागपुर	महाराष्ट्र राज्य में अकोला, अमरावती, भंडारा, चन्द्रपुर, गढ़चिरोली, गोंदिया, यवतमाल जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
33.	आंचलिक प्रबंधक, नई दिल्ली अंचल, नई दिल्ली	दिल्ली में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
34.	आंचलिक प्रबंधक, पटना अंचल, पटना	बिहार राज्य में औरंगाबाद, भाभुआ, भोजपुर, बक्सर, गया, जहानाबाद, कैमूर, नालंदा, नवादा, पटना, रोहताश, वैशाली जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
35.	आंचलिक प्रबंधक, पुणे अंचल, पुणे	महाराष्ट्र राज्य में अहमदनगर, औरंगाबाद, धुले, जलगांव, जालना, नंदुरबार, नासिक, पुणे जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
36.	आंचलिक प्रबंधक, रायपुर अंचल, रायपुर	मध्य प्रदेश राज्य और छत्तीसगढ़ राज्य में छिंदवाड़ा, दमोह, जबलपुर, कटनी, मंडला, रीवा, सागर, सतना, सिओनी जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
37.	आंचलिक प्रबंधक, राजस्थान अंचल, राजस्थान	राजस्थान राज्य में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
38.	आंचलिक प्रबंधक, राजकोट अंचल, राजकोट	गुजरात राज्य में भावनगर, जामनगर, जूनागढ़, पोरबंदर, राजकोट, सुरेन्द्रनगर जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
39.	आंचलिक प्रबंधक, रांची अंचल, रांची	झारखण्ड राज्य में गुमला, लोहारदगा, पलामू, रांची, सिमडेगा जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
40.	आंचलिक प्रबंधक, रत्नागिरी अंचल, रत्नागिरी	महाराष्ट्र राज्य में रत्नागिरी, सिंधुदुर्ग जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
41.	आंचलिक प्रबंधक, सिलीगुड़ी अंचल, सिलीगुड़ी	पश्चिम बंगाल राज्य में दार्जिलिंग, जलपाईगुड़ी, दीनाजपुर (नार्थ), दीनाजपुर (साउथ), कूच बिहार, मालदा, मुर्शिदाबाद जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
42.	आंचलिक प्रबंधक, सोलापुर अंचल, सोलापुर	महाराष्ट्र राज्य में लातूर, नांदेड़, ओसमानाबाद, सोलापुर जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
43.	आंचलिक प्रबंधक, उज्जैन अंचल, उज्जैन	मध्य प्रदेश राज्य में देवास, मंदसौर, नीमच, रतलाम, शाजापुर, उज्जैन जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
44.	आंचलिक प्रबंधक, वड़ोदरा अंचल, वड़ोदरा	गुजरात राज्य में आणंद, भरूच, दाहोद, नर्मदा, नवसारी, पंचमहल, सूरत, तापी, वड़ोदरा, वलसाड जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।

(1)	(2)	(3)
45.	आंचलिक प्रबंधक, वाराणसी अंचल, वाराणसी	उत्तर प्रदेश राज्य में इलाहाबाद, आजमगढ़, गाजीपुर, गोंडा, गोरखपुर, मऊ, मिर्जापुर, प्रतापगढ़, रायबरेली, संत रविदास नगर, सुल्तानपुर, वाराणसी जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
46.	आंचलिक प्रबंधक, विशाखापट्टनम अंचल, विशाखापट्टनम	आन्ध्र प्रदेश राज्य में ईस्ट गोदावरी, गुंटूर, कृष्णा, प्रकाशम, श्रीकाकुलम, विशाखापट्टनम, विजयानगरम, वैस्ट गोदावरी, यनम जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।
47.	उप महाप्रबंधक, प्रधान कार्यालय, परिसर विभाग, मुम्बई	महाराष्ट्र राज्य में मुम्बई, रायगढ़, ठाणे जिलों/उप-शहरी जिलों में स्थित परिसर जो कि बैंक ऑफ इंडिया के हैं अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हैं तथा उसके प्रशासनिक नियंत्रण में हैं।

[फा. सं. 4/2/2013-बीओए]

एम.एम. दौला, अवर सचिव

New Delhi, the 22nd August, 2014

S.O. 2307.—In exercise of the Powers conferred by section 3 of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the Officer mentioned in column No. 2 of the table below to be Estate Officers for the purpose of the said Act and further direct that the said officers shall exercise the powers conferred and the duties imposed on an Estate Officers by or under the said Act within the local limits of his jurisdiction in respect of the public premises falling under area as specified in column No. 3 of the table below:

Sl. No.	Designation of the Officer	Categories of Public Premises and local limits of Jurisdiction
(1)	(2)	(3)
1.	The Zonal Manager, Agra Zone, Agra	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban district of Agra, Aligarh, Etawah, Farrukhabad, Firozabad, Hatharas, Kannauj, Manipur, Mathura within the State of Uttar Pradesh.
2.	The Zonal Manager, Ahmedabad Zone, Ahmedabad	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban district of Ahmedabad, Kheda within the State of Gujrat.
3.	The Zonal Manager, Amritsar Zone, Amritsar	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the State of Jammu & Kashmir and district/suburban districts of Amritsar, Gurdaspur, Hoshiarpour, Jalandhar, Kapurthala, Shahid Bhagat Singh Nagar, Taran Taran, Samba within the State of Punjab.
4.	The Zonal Manager, Bhagalpur Zone, Bhagalpur	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban district of Banka, Begusarai, Bhagalpur, Godda, Jamui, Kathihar, Khagaria, Kishanganj, Munger, Pakur, Purnea, Saharsa, Sahibganj, Supaoul within the State of Bihar and Deoghar District of Jharkhand State.
5.	The Zonal Manager, Bhopal Zone, Bhopal	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban district of Ashoknagar, Bhind, Bhopal, Guna, Gwalior Hoshangabad, Morena, Rajgarh, Sehore, Shivpuri within the State of Madhya Pradesh.
6.	The Zonal Manager, Bank of India, Bhubaneswar	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in districts/suburban district of Angul, Balasore, Bhadrak, Bhubaneswar, Bolangir, Cuttak, Ganjam, Jagatsinghpur, Jeypore, Jharsuguda, Kalahandi, Kendrapada, Khurda, Koraput, Nayagarh, Puri, Raygada, Sambalpur, Sundergarh within the State of Orissa.

(1)	(2)	(3)
7.	The Zonal Manager, Chandigarh Zone, Chandigarh	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in State of Haryana & Himachal Pradesh & U.T. of Chandigarh.
8.	The Zonal Manager, Chennai Zone, Chennai	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Chennai, Cuddalore, Kancheepuram, Karaikal, Nagapatinam, Perambalur, Pondicheery, Thanjavur, Thruvallur, Tiruvannamalai, Vellore, Villupuram within the State of Tamil Nadu.
9.	The Zonal Manager, Coimbatore Zone, Coimbatore	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Coimbatore, Dharampuri, Dindigul, Erode, Kanyakumar, Karur, Kodaikanal, Krishnagiri, Madurai, Namakkal, Nilgiris, Purukkottai, Ramnathapuram, Salem, Sivaganga, Theni, Tiruchirappally, Tirunelveli, Tuticorin, Virudhunagar Within the State of Tamil Nadu.
10.	The Zonal Manager, Dhanbad Zone, Dhanbad	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Dhanbad within the State of Jharkhand.
11.	The Zonal Manager, Gandhinagar Zone, Gandhinagar	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Banaskantha, Gandhinagar, Kutch, Mahsana, Patan, Sabarkantha within the State of Gujrat.
12.	The Zonal Manager, Ghaziabad Zone, Ghaziabad	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Bareilly, Bijnaur, Bulandshahar, Gautambudh Nagar, Ghaziabad, Meerut, Moradabad, Muzaffarnagar, Rampur, Saharanpur within the State of Uttar Pradesh and all districts within the State of Uttarakhand.
13.	The Zonal Manager, Bokaro Zone, Bokaro	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Bokaro, Bokaro Steel City, Giridih within the State of Jharkhand.
14.	The Zonal Manager, Goa Zone, Goa	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the State of Goa.
15.	The Zonal Manager, Guwahati Zone, Guwahati	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the State of Assam, Manipur, Mizoram, Arunachal Pradesh, Tripura, Meghalaya and Nagaland.
16.	The Zonal Manager, Hazaribagh Zone, Hazaribagh	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Chatra, Hazaribagh, Koderma, Ramgarh, Ramgarh Cantt. Within the State of Jharkhand
17.	The Zonal Manager, Howrah Zone, Howrah	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Bankura, Birbhumk, Burdwan, Hooghly, Howrah, Midnapore, Purba Madnapur, Purulia within the State of West Begal.
18.	The Zonal Manager, Hyderabad Zone, Hyderabad	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Anantpur, Chittoor, Cuddapah, Hyderabad, Karimnagar, Kurnool, Nalgonda, Nellore, Nizamabad, Ranga, Reddy, Warangal within the State of Andhra Pradesh.
19.	The Zonal Manager, Indore Zone, Indore	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Dhar, Indore within the State of Madhya Pradesh.
20.	The Zonal Manager, Jamshedpur Zone, Jamshedpur	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of East Singbhum, Saraikela, Kharswan, West Singbhum within the State of Jharkhand.

(1)	(2)	(3)
21.	The Zonal Manager, Kanpur Zone, Kanpur	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Fatehpur, Jalaun, Jhansi, Kanpur Dehat, Unnao within the State of Uttar Pradesh.
22.	The Zonal Manager, Karnataka Zone, Karnataka	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the State of Karnataka.
23.	The Zonal Manager, Keonjhar Zone, Keonjhar	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Keonjhar, Mayurbhanj within the State of Orissa.
24.	The Zonal Manager, Kerala Zone, Kerala	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the State of Kerala.
25.	The Zonal Manager, Khandwa Zone, Khandwa	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Barwani, Betul, Burhanpur, Harda, Khandwa, Khargone within the State of Madhya Pradesh.
26.	The Zonal Manager, Kolhapur Zone, Kolhapur	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Kolhapur Sangli, Satara within the State of Maharashtra.
27.	The Zonal Manager, Kolkata Zone, Kolkata	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of 24 Paragana North, 24 Pargana South, Kolkata, Nadia within the State of West Bengal.
28.	The Zonal Manager, Lucknow Zone, Lucknow	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Baranbanki, Hardoi, Khasi, Lucknow, Pilibhit, Shahjahanpur within the State of Uttar Pradesh.
29.	The Zonal Manager, Ludhiana Zone, Ludhiana	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Ludhiana, Muktsar, Sangrur, Faridkot, Fazilka, Moga, Bhatinda, Mohali, Patiala, Fategarh Sahib, Firozpur, Roop Nagar, Shri Muktsar Sahib, Barnala within the State of Punjab.
30.	The Zonal Manager, Muzaffarpur Zone, Muzaffarpur	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Dharbhanga, East Champaran, Gopalganj, Madhubani, Muzaffarpur, Samastipur, Saran, Sheohar, Sitamarhi, Siwan, West Champaran within the State of Bihar.
31.	The Zonal Manager, Nagpur-I Zone, Nagpur	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Nagpur, Wardha within the State of Maharashtra.
32.	The Zonal Manager, Nagpur-II Zone, Nagpur	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Akola, Amravati, Bhandara, Chandrapur, Ganchioli, Gondia, Yavatmal within the State of Maharashtra.
33.	The Zonal Manager, New Delhi Zone, New Delhi	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in Delhi.
34.	The Zonal Manager, Patna Zone, Patna	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Aurangabad, Bhabhua, Bhojpur, Buxar, Gaya, Jehanabad, Kaimur, Nalanda, Nawadah, Patna, Rohtas, Vaishali within the State of Bihar.

(1)	(2)	(3)
35.	The Zonal Manager, Pune Zone, Pune	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Ahmednagar, Aurangabad, Dhule, Jalgaon, Jalna, Nandurbar, Nasik, Pune within the State of Maharashtra.
36.	The Zonal Manager, Raipur Zone, Raipur	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Chhindwara, Damoh, Jabalpur, Katni, Mandla, Rewa, Sagar, Satna, Seoni within the State of M.P., and in the State of Chhatisgarh.
37.	The Zonal Manager, Rajasthan Zone, Rajasthan	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the State of Rajasthan.
38.	The Zonal Manager, Rajkot Zone, Rajkot	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Bhavnagar, Jamnagar, Junagarh, Porbandar, Rajkot, Surendranagar within the State of Gujarat.
39.	The Zonal Manager, Ranchi Zone, Ranchi	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Gumla, Lohardaga, Palamau, Ranchi, Simdega within the State of Jharkhand.
40.	The Zonal Manager, Ratnagiri Zone, Ratnagiri	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Ratnagiri, Sindhudurg within the State of Maharashtra.
41.	The Zonal Manager, Siliguri Zone, Siliguri	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Darjeeling, Jalpaigudi, Dinajpur (North), Dinajpur (South), Cooch Bihar, Malda, Murshidabad within the State of West Bengal.
42.	The Zonal Manager, Solapur Zone, Solapur	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Latur, Nanded, Osmanabad, Solapur within the State of Maharashtra.
43.	The Zonal Manager, Ujjain Zone, Ujjain	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Dewas, Mandasour, Neemuch, Ratlam, Shajapur, Ujjain within the State of Madhya Pradesh.
44.	The Zonal Manager, Vadodara Zone, Vadodara	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Anand Bharuch, Dahod, Narmada, Navsari, Panchmahal, Surat, Tapi, Vadodara, Valsad within the State of Gujarat.
45.	The Zonal Manager, Varanasi Zone, Varanasi	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Allahabad, Azamgarh, Ghazipur, Gonda, Gorakhpur, Mau, Mirzapur, Pratapgarh, Raibareli, Sant Ravidas Nagar, Sultanpur, Varanasi within the State of Uttar Pradesh
46.	The Zonal Manager, Vishakhapatnam Zone, Vishakhapatnam	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of East Godavari, Guntur, Krishna, Prakasham, Srikakulam, Visakhapatnam, Vizianayaram, West Godavari, Yanam within the State of Andhra Pradesh.
47.	The Deputy General Manager, Head Office, Premises Department, Mumbai.	Premises belonging to, or taken on lease by, or on behalf of, and under the administrative control of the Bank of India situated in the districts/suburban districts of Mumbai, Raigad & Thane within the State of Maharashtra.

[F. No. 4/2/2013-BOA]

M.M. DAWLA, Under Secy.

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 26 अगस्त, 2014

का.आ. 2308.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5घ के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उप-धारा (1) के खंड (iii) के प्रयोजनार्थ बीरबल साहनी इंस्टीट्यूट ऑफ पेलियोबॉटनी, लखनऊ, (पैन-एएटीबी6882एच) संगठन को कर-निर्धारण वर्ष 2014-15 से आगे निम्नलिखित शर्तों के अधीन “वैज्ञानिक अनुसंधान संस्था” कार्यकलापों की श्रेणी में अनुमोदित किया गया है, नामतः—

- (i) अनुमोदित ‘वैज्ञानिक अनुसंधान संस्था’ का मुख्य उद्देश्य वैज्ञानिक अनुसंधान करना होगा;
- (ii) अनुमोदित संगठन वैज्ञानिक अनुसंधान स्वयं करेगा;
- (iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसको प्राप्त राशि के संबंध में पृथक लेखा बही रखेगा, जिसमें अनुसंधान करने के लिए प्रयुक्त राशि दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपने खाता-बही की लेखा-परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय की विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट इस मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा;
- (iv) अनुमोदित संगठन प्राप्त दान और सामाजिक विज्ञान में अनुसंधान के लिए प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा-परीक्षा रिपोर्ट के साथ लेखा-परीक्षक द्वारा विधिवत सत्यापित ऐसे विवरण की प्रतिलिपि प्रस्तुत करेगा।

2. केन्द्र सरकार यह अनुमोदन वापस ले लेगी यदि अनुमोदित संगठन:—

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित पृथक लेखा बही रखने में असफल रहता है; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा-परीक्षा रिपोर्ट प्रस्तुत करने में असफल रहता है; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित सामाजिक विज्ञान एवं सांख्यिकी अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत करने में असफल रहता है; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देता है अथवा इसके अनुसंधान कार्य को वास्तविक नहीं पाया जाता है; अथवा

- (ङ) उक्त नियमावली के नियम 5ग और 5घ के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खण्ड (iii) के उपबंधों के अनुरूप नहीं होता है और उनका पालन नहीं किया जाता है।

[अधिसूचना सं. 36/2014/फा.सं.203/30/2013/आकनि-II]
ऋचा रस्तोगी, अवर सचिव (आकनि-II)

(Department of Revenue)

(Central Board of Direct Taxes)

New Delhi, the 26th August, 2014

S.O. 2308.—It is hereby notified for general information that the organization Birbal Sahni Institute of Palaeobotany, Lucknow (PAN-AAATB6882H) has been approved by the Central Government for the purpose of clause (iii) of sub-section (1) of section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5D of the Income tax Rules, 1962 (said Rules), from Assessment year 2014-2015 onwards in the category of 'Scientific Research Association' activities subject to the following conditions, namely:—

- (i) The sole objective of the approved 'Scientific research association' shall be undertake scientific research;
- (ii) The approved organization shall carry out scientific research by itself;
- (iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of section 139 of the said Act;
- (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research in social science and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization:—

- a. fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or

- b. fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- c. fails to furnish its statement of the donations received and sums applied for research in social science or statistical research referred to in sub-paragraph (iv) of paragraph 1; or
- d. ceases to carry on its research activities or its research activities are not found to be genuine; or
- e. ceases to conform to and comply with the provisions of clause (iii) of sub-section (1) of section 35 of the said Act read with rules 5C and 5D of the said Rules.

[Notification No. 36/2014/F. No. 203/30/2013/ITA-II]

RICHA RASTOGI, Under Secy.(ITA-II)

कार्यालय

प्रधान मुख्य आयकर आयुक्त

जयपुर, 14 अगस्त, 2014

का.आ. 2309.—आयकर अधिनियम, 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 (1961 का 43 वां) की धारा 10 के खण्ड (23सी) की उपधारा (vi) के द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए प्रधान मुख्य आयकर आयुक्त, राजस्थान, जयपुर एतद्वारा निर्धारण वर्ष 2013-14 एवं आगे के लिए कथित धारा के उद्देश्य से “कानोडिया पी.जी.महिला महाविद्यालय, जवाहर लाल नेहरू मार्ग, जयपुर” को स्वीकृति देते हैं।

2. बशर्ते कि समिति आयकर नियम 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 की धारा 10 के उपखण्ड (23सी) की उपधारा (vi) के प्रावधानों के अनुरूप कार्य करे।

[अधिसूचना सं. 06/2014-15]

स्वतन्त्र कुमार, प्रधान मुख्य आयकर आयुक्त

Office of the

Pr. Chief Commissioner of Income Tax

Jaipur, the 14th August, 2014

S.O. 2309.—In exercise of the Powers conferred by sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with rule 2 CA of the Income-tax Rules 1962, the Chief Commissioner of Income-tax, Jaipur hereby approves "Kanoria PG Mahila Mahavidyalaya, Jawahar Lal Nehru Marg, Jaipur" for the purpose of said section for the A.Y. 2013-14 onwards, provided that the society conforms to and complies with the provisions of sub-clause (vi) of clause (23C) of section 10 of the Income-tax Act, 1961 read with rule 2CA of the Income-tax Rules, 1962.

[Notification No. 06/2014-15]

SWATANTRA KUMAR, Pr. Chief Commissioner of Income Tax

(राजस्व विभाग)

नई दिल्ली, 28 अगस्त, 2014

आदेश

स्टाम्प

का.आ. 2310.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (I) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार एतद्वारा अंतर्राष्ट्रीय वित्त निगम द्वारा तटीय रुपया बंध पत्र कार्यक्रम के अंतर्गत ऋणपत्र के निर्गम और द्वितीयक बाजार में शेयर अंतरण के संबंध में शुल्क को माफ करती है।

[सं. 02/2014-स्टाम्प/फा. सं. 33013/02/2014-एसओ (एसटी)]

विजय कुमार, अवर सचिव

(Department of Revenue)

New Delhi, the 28th August, 2014

ORDER

STAMPS

S.O. 2310.—In exercise of the Powers conferred by clause (a) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty in respect of issue of debentures and secondary market transfer of shares under on shore rupee bond program by the International Finance Corporation.

[No. 02/2014-STAMPS F. No. 33013/02/2014-SO (ST)]

VIJAY KUMAR, Under Secy.

विदेश मंत्रालय

(सी पी वी प्रभाग)

नई दिल्ली, 21 अगस्त, 2014

का.आ. 2311.—राजनयिक और कांसलीय ऑफिसर (शपथ और फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में केंद्र सरकार एतद्वारा श्री कृष्णा गुडरू, सहायक को 25 अगस्त, 20014 से भारत के कोंसुलावास, जद्दा में सहायक कोंसुलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है।

[सं. टी. 4330/1/2014]

एस एन वी रमना राव, उप सचिव(कोंसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(CPV Division)

New Delhi, the 21st August, 2014

S.O. 2311.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorize Shri Krishna Gudaru, Assistant, in Consulate General of India, Jeddah to perform the duties of Assistant Consular Officer with effect from 25 August, 2014.

[No. T. 4330/01/2014]

S.N.V. RAMANARAO, Dy. Secy.(Consular)

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 20 अगस्त, 2014

का.आ. 2312.—इस मंत्रालय की दिनांक 30-04-2013 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियम, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार एतद्वारा श्री सर्वेश कुमार जायसवाल का नाम तत्काल प्रभाव से केंद्रीय फिल्म प्रमाणन बोर्ड के, मुंबई सलाहकार पैनल से हटाती है।

[फा.सं. एम-11019/1/2013-डीओ (एफसी)]

एस. नागनाथन, अवर सचिव

MINISTRY OF INFORMATION & BROADCASTING

New Delhi, the 20th August, 2014

S.O. 2312.—In continuation of this Ministry's Notification of even number, date 30-04-2013 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government hereby removes the name of Shri Sarvesh Kumar Jayaswal from the Advisory Panel of Central Board of Film Certification, Mumbai, with immediate effect.

[F.No. M-11019/1/2013-DO (FC)]

S. NAGANATHAN, Under Secy.

शहरी विकास मंत्रालय

(दिल्ली प्रभाग)

नई दिल्ली, 19 अगस्त, 2014

का.आ. 2313.—केंद्र सरकार एतद्वारा दिल्ली नगर कला आयोग अधिनियम, 1973 (1974 का 1) की धारा 4 और 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री दुर्गा शंकर मिश्र, अपर सचिव, शहरी विकास मंत्रालय को तत्काल प्रभाव से श्री डी. दीप्तिविलास, तात्कालिक अपर सचिव, शहरी विकास मंत्रालय, जो सेवानिवृत्त हो गए हैं, के स्थान पर दिल्ली नगर कला आयोग (डीयूएसी) में सदस्य (अंशकालिक) के रूप में नियुक्त करती है।

[फा.सं. ए-11013/2/2011-डीडी Iए]

के.के.आचार्य, अवर सचिव

MINISTRY OF URBAN DEVELOPMENT

(Delhi Division)

New Delhi, the 19th August, 2014

S.O. 2313.—In exercise of the powers conferred by Sections 4 and 5 of the Delhi Urban Art Commission Act, 1973 (1 of 1974), the Central Government hereby appoints Shri Durga Shanker Mishra, Additional Secretary in the Ministry of Urban Development, as Member (Part

Time) in the Delhi Urban Art Commission (DUAC), vice Shri D. Diptivilasa, the then Additional Secretary in Ministry of Urban Development, who retired on superannuation, with immediate effect.

[F.No. A-11013/2/2011-DDIA]

K.K. ACHARYA, Under Secy.

नई दिल्ली, 19 अगस्त, 2014

का.आ. 2314.—केंद्र सरकार एतद्वारा दिल्ली विकास अधिनियम, 1957 (1957 का 61) की धारा 3 की उप धारा (3) के खण्ड (छ) के साथ पठित उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री दुर्गा शंकर मिश्र, अपर सचिव, शहरी विकास मंत्रालय, भारत सरकार को तत्काल प्रभाव से दिल्ली विकास प्राधिकरण में सदस्य के रूप में नामित करती है।

[फा.सं. के-11011/21/2004-डीडी Iए]

के.के.आचार्य, अवर सचिव

New Delhi, the 19th August, 2014

S.O. 2314.—In exercise of the powers conferred by sub-section (1), read with clause (g) of sub-section (3) of Section 3 of the Delhi Development Act, 1957 (61 of 1957), the Central Government hereby nominates Shri Durga Shanker Mishra, Additional Secretary, Ministry of Urban Development, Government of India, as Member of the Delhi Development Authority, with immediate effect.

[F.No. K-11011/21/2004-DD1A]

K.K. ACHARYA, Under Secy.

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

(स्वास्थ्य एवं परिवार कल्याण विभाग)

नई दिल्ली, 30 जुलाई, 2014

शुद्धिपत्र

का.आ. 2315.—इस विभाग की अधिसूचना संख्या.यू. 12012/498/2007-एम ई (पी.II), दिनांक 27-11-2013 के क्रम में, और भारतीय चिकित्सा परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्रीय सरकार, भारतीय चिकित्सा परिषद से परामर्श करके एतद्वारा उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित आगे और संशोधन करती है, नामत :-

उक्त अनुसूची में-

“पंजीकरण के लिए संक्षिप्त रूप” (कालम (3) में) शीर्षक के अंतर्गत, “मान्यता-प्राप्त चिकित्सा अर्हता” शीर्षक [कालम (2) में] और “पंजीकरण के लिए संक्षिप्त रूप” [कालम (3) में] शीर्षक के अंतर्गत श्री बालाजी विद्यापीठ, पोंडिचेरी, के समक्ष निम्नलिखित को अंतर्विष्ट किया जाए, नामत :-

2	3
“बैचलर ऑफ मेडिसिन और बैचलर ऑफ सर्जरी”	एम. बी.बी.एस. (यह प्रतिवर्ष 150 एम.बी.बी.एस छात्रों के वार्षिक प्रवेश सहित दिसम्बर, 2012 में अथवा उसके बाद श्री सत्य साई मेडिकल कॉलेज एंड रिसर्च इन्स्टीट्यूट, कांचीपुरम, में शैषिक वर्ष 2008-09, 2009-10, 2010-11, 2011-12, 2012-13 और 2014-15 के बाद से भर्ती और प्रशिक्षित किए जा रहे विद्यार्थियों के सम्बंध में श्री बालाजी विद्यापीठ, पोंडिचेरी द्वारा स्वीकृत किए जाने पर मान्यता-प्राप्त चिकित्सा अर्हता होगी)।
[फा.सं. यू. 12012/498/2007 एम.ई (पी-II)] देवानंद पी. वेठे, अवर सचिव	

मानव संसाधन विकास मंत्रालय

(उच्चतर शिक्षा विभाग)

(राजभाषा यूनिट)

नई दिल्ली, 14 अगस्त, 2014

का.आ. 2316.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम 4 के अनुसरण में, मानव संसाधन विकास मंत्रालय (उच्चतर शिक्षा विभाग) के अंतर्गत भारतीय प्रबंध संस्थान, रायपुर को, ऐसे कार्यालय के रूप में, जिसके 80 प्रतिशत से अधिक कर्मचारी-वृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[सं.11011-3/2014-रा.भा.ए.]

आर.पी. सिसोदिया, संयुक्त सचिव

MINISTRY OF HUMAN RESOURCE DEVELOPMENT**(Department of Higher Education)****(O.L. Unit)**

New Delhi, the 14th August, 2014

S.O. 2316.—In pursuance of sub. rule (4) of rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the Indian Institute of Management, Raipur under the Ministry of Human Resource Development, (Department of Higher Education) as office, whose more than 80% members of the staff have acquired working knowledge of Hindi.

[No. 11011-3/2014-O.L.U.]

R. P. SISODIA, Jt.Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 25 अगस्त, 2014

का.आ. 2317.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 सितम्बर, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा -(1) और धारा - 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध पंजाब राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

क्र.	राजस्व ग्राम का नाम	हदबस्त संख्या	तहसील	जिला
1.	जस्सोवाल	22	पटियाला	पटियाला
2.	बारन	35	पटियाला	पटियाला
3.	शान्ति नगर	52	पटियाला	पटियाला
4.	तफफजल पुरा	31	पटियाला	पटियाला
5.	चनार बाग अर्बन एस्टेट-फेस-II	30	पटियाला	पटियाला
6.	थेडी	29	पटियाला	पटियाला
7.	वी. फारम बहादुरगढ़	113/1	पटियाला	पटियाला
8.	मिथुमाजरा	108	पटियाला	पटियाला
9.	घलोरी	69	पटियाला	पटियाला
10.	वी. बूटा सिंह वाला वाका सनौर	71	पटियाला	पटियाला
11.	सनौर	71	पटियाला	पटियाला

[सं.-एस-38013/56/2014-एस.एस.1]

अजय मलिक, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 25th August, 2014

S.O. 2317.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st September, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and

Chapter-V and VI [except Sub-Section (1) of Section 76 and Section 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Punjab namely:-

Sr. No.	Name of the Village	Hadbast No.	Tehsil	Distt.
1.	Jassowal	22	Patiala	Patiala
2.	Baran	35	Patiala	Patiala
3.	Shanti Nagar	52	Patiala	Patiala
4.	Taffazalpura	31	Patiala	Patiala
5.	Chanarbagh Urban Estate, Ph-II	30	Patiala	Patiala
6.	Thery	29	Patiala	Patiala
7.	V. Farm Bahadurgarh	113/1	Patiala	Patiala
8.	Mitthu Majra	108	Patiala	Patiala
9.	Gholari	69	Patiala	Patiala
10.	V. Buta Singh Wala Waka Sanour	71	Patiala	Patiala
11.	Sanour	71	Patiala	Patiala

[F. No. S-38013/56/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 25 अगस्त, 2014

का.आ. 2318.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 01 सितम्बर, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा -(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध पंजाब राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

क्र.	राजस्व ग्राम का नाम	हदबस्त संख्या	तहसील	जिला
1.	बुर्ज मुहार	120	अबोहर	फाजिल्का

[सं.-एस-38013/57/2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 25th August, 2014

S.O. 2318.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st September, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-Section (1) of Section 76 and Section 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Punjab namely:-

Sr. No.	Name of the Village	Hadbast No.	Tehsil	Distt.
1.	Burj Muhar	120	Abohar	Fazilka

[No. S-38013/57/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 25 अगस्त, 2014

का.आ. 2319.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 01 सितम्बर, 2013 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा -(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध हरियाणा राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

क्र.	राजस्व ग्राम का नाम	हदबस्त संख्या	जिला
1.	हंसाका	203	रेवाड़ी
2.	सहारनवास	130	रेवाड़ी
3.	खडखडा	300	रेवाड़ी
4.	निखारी	193	रेवाड़ी
5.	गाजीवास	153	रेवाड़ी
6.	करणावास	151	रेवाड़ी
7.	कलियावास	283	रेवाड़ी
8.	सबन	17	रेवाड़ी
9.	राम सिंह पुर	18	रेवाड़ी
10.	बुढला	186	रेवाड़ी
11.	खाटुवास	168	रेवाड़ी

(1)	(2)	(3)	(4)
12.	कासोला	167	रेवाड़ी
13.	कनमाजरा	126	रेवाड़ी
14.	खरगवास	127	रेवाड़ी
15.	लाडडूवास अहिर	129	रेवाड़ी
16.	दादरा (जादरा)	87	रेवाड़ी
17.	नांगल शहबाजपुर	55	रेवाड़ी
18.	घामलावास	136	रेवाड़ी
19.	जौनावास	197	रेवाड़ी
20.	रसगान (रासगांव)	195	रेवाड़ी

[सं.-एस-38013/58/2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 25th August, 2014

S.O. 2319.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st September, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Haryana namely:-

Sr. No.	Name of the Village	Hadbast No.	Distt.
(1)	(2)	(3)	(4)
1.	Hansaka	203	Rewari
2.	Saharanwas	130	Rewari
3.	Kharkhara	300	Rewari
4.	Nikhari	193	Rewari
5.	Gajjiwas	153	Rewari
6.	Karnawas	151	Rewari
7.	Khaliawas	283	Rewari
8.	Saban	17	Rewari
9.	Ram Singh Pur	18	Rewari
10.	Bhudla	186	Rewari
11.	Kathuwas	168	Rewari

(1)	(2)	(3)	(4)
12.	Kasola	167	Rewari
13.	Kanmajra	126	Rewari
14.	Khargwas	127	Rewari
15.	Ladhuwas Ahir	129	Rewari
16.	Dadra (Jadara)	87	Rewari
17.	Nangal Shahbajpur	55	Rewari
18.	Dhamlawas	136	Rewari
19.	Jonawas	197	Rewari
20.	Rasgan (Rasgaon)	195	Rewari

[No. S-38013/58/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 25 अगस्त, 2014

का.आ. 2320.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 सितम्बर, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा (1) और धारा - 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध गुजरात राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

“गुजराज राज्य के जिला अहमदाबाद के तालुका सानंद के संपूर्ण राजस्व, नगरपालिका एवं ग्राम पंचायत सीमाओं और सभी गाँवों में प्रवृत्त होंगे।”

[सं. एस-38013/59/2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 25th August, 2014

S.O. 2320.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st September, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Gujarat namely:-

"The area comprised within the entire Revenue, Municipal and Gram Panchayat limits of "Taluka-Sanand and all villages of Taluka-Sanand, District - Ahmedabad, State-Gurarat"

[No. S-38013/59/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 25 अगस्त, 2014

का.आ. 2321.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 01 सितम्बर, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा (1) और धारा -77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध कर्नाटक राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :-

क्र.सं.	राजस्व ग्राम का नाम	होबली	तालुक	जिला
1.	भूवनहल्ली	बैंगलूरु	देवनहल्ली	बैंगलूरु ग्रामीण
2.	उदयगिरी	बैंगलूरु	देवनहल्ली	बैंगलूरु ग्रामीण
3.	दौडासन्ने	बैंगलूरु	देवनहल्ली	बैंगलूरु ग्रामीण
4.	यार्तीगहल्ली	बैंगलूरु	देवनहल्ली	बैंगलूरु ग्रामीण
5.	अन्नेश्वर	बैंगलूरु	देवनहल्ली	बैंगलूरु ग्रामीण
6.	असीनकुन्दे	बैंगलूरु	देवनहल्ली	बैंगलूरु ग्रामीण
7.	गंगापुट्टनहल्ली	बैंगलूरु	देवनहल्ली	बैंगलूरु ग्रामीण
8.	बेट्टाकोटे	बैंगलूरु	देवनहल्ली	बैंगलूरु ग्रामीण
9.	चिक्कनहल्ली	बैंगलूरु	देवनहल्ली	बैंगलूरु ग्रामीण
10.	मौलनहल्ली	बैंगलूरु	देवनहल्ली	बैंगलूरु ग्रामीण
11.	बेगूर	बैंगलूरु	देवनहल्ली	बैंगलूरु ग्रामीण
12.	करहल्ली	बैंगलूरु	देवनहल्ली	बैंगलूरु ग्रामीण
13.	हेम्गनहल्ली	बैंगलूरु	देवनहल्ली	बैंगलूरु ग्रामीण
14.	अन्नेगटा	बैंगलूरु	देवनहल्ली	बैंगलूरु ग्रामीण
15.	सरदारहल्ली	बैंगलूरु	देवनहल्ली	बैंगलूरु ग्रामीण
16.	देवनहल्ली टाउन	बैंगलूरु	देवनहल्ली	बैंगलूरु ग्रामीण

[सं. एस-38013/60/2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 25th August, 2014

S.O. 2321.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st September, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Karnataka, namely:-

Sr. No.	Name of the Rev. Village or Municipal Limts	Hobli	Taluk	District
(1)	(2)	(3)	(4)	(5)
1.	Villages within the limits of BIAL area. Bhuvanahalli	Kasaba	Devanahalli	Bangalore Rural
2.	Udayagiri	Kasaba	Devanahalli	Bangalore Rural
3.	Doddasanne	Kasaba	Devanahalli	Bangalore Rural
4.	Yarthiganahalli	Kasaba	Devanahalli	Bangalore Rural
5.	Anneshwara	Kasaba	Devanahalli	Bangalore Rural
6.	Arashinakunte	Kasaba	Devanahalli	Bangalore Rural
7.	Gangamuttanahalli	Kasaba	Devanahalli	Bangalore Rural
8.	Bettakote	Kasaba	Devanahalli	Bangalore Rural

(1)	(2)	(3)	(4)	(5)
9.	Chikkanahalli	Kasaba	Devanahalli	Bangalore Rural
10.	Mylanahalli	Kasaba	Devanahalli	Bangalore Rural
11.	Begur	Kasaba	Devanahalli	Bangalore Rural
12.	Villages surrounding BIAL area Karahalli	Kasaba	Devanahalli	Bangalore Rural
13.	Hegganahalli	Kasaba	Devanahalli	Bangalore Rural
14.	Anneghatta	Kasaba	Devanahalli	Bangalore Rural
15.	Sadarahalli	Kasaba	Devanahalli	Bangalore Rural
16.	Devanahalli Town	Kasaba	Devanahalli	Bangalore Rural

[F.No.S-38013/60/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 25 अगस्त, 2014

New Delhi, the 25th August, 2014

का.आ. 2322.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 सितम्बर, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा (1) और धारा -77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध तमिलनाडु राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :-

केन्द्र	क्षेत्र के अंतर्गत आने वाले निम्न राजस्व गाँव
रामनाथपुरम जिले के परमकुडी एवं रामनाथपुरम तालुक में रामनाथपुरम केन्द्र	रामनाथपुरम तालुक के 1. रामनाथपुरम नगरपालिका सीमा 2. कूरियूर 3. पट्टिपम कात्तान 4. सक्कर कोट्टय 5. अच्चुदन वयल 6. पुल्लंगुडि 7. वालान्दरवै 8. कषुकूरणी 9. कूयवनकुडि 10. लान्दै परमकुडी तालुक के 11. पोगलूर (पोगलूर) 12. सेय्यालूर क्षेत्र के अंतर्गत आने वाले राजस्व गाँव

[सं. एस-38013/61/2014-एस.एस.1]

अजय मलिक, अवर सचिव

S.O. 2322.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st September, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Tamil-Nadu, namely:-

Centre	Area Comprising the Revenue Villages of
Ramanathapuram Centre, Paramakudi & Ramanathapuram Taluk Ramanathapuram District	1. Ramanathapuram Municipal Limited 2. Kuriyur 3. Pattinamkathan 4. Sakkarakottai 5. Achuthanvayal 6. Pullangudi 7. Valantharavai 8. Kalukoorani 9. Kuyavankudi 10. Landai of Ramanathapuram Taluk 11. Bogalur 12. Seyyalur of Paramadudi Taluk

[No. S-38013/61/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 25 अगस्त, 2014

का.आ. 2323.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 सितम्बर, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा (1) और धारा -77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध तमिलनाडु राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :-

केन्द्र	क्षेत्र के अंतर्गत आने वाले निम्न राजस्व गाँव
कांगेयम तिरुप्पूर	1. कांगेयम
	2. कदंगनी
	3. गणपतिपालयम
	4. पडियूर
	5. शिवनमलै
	6. तामरेट्टिपालयम
	7. आंबाडी
	8. वीरणम्पालयम
	9. वट्टमलै
	10. कडयूर
	11. अरतोलुवु
	12. संपंतम्पालयम
	13. नेलाली
	14. उदियूर
	15. नलरोड
	16. परनसेरवधि
	17. नाथकडियूर
	18. पलयकोट्टै
	19. मुत्तूर
	20. चिन्न मुत्तूर
	क्षेत्र के अंतर्गत आने वाले राजस्व गाँव

[सं. एस-38013/62/2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 25th August, 2014

S.O. 2323.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st September, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Tamil-Nadu, namely:-

Centre	Area Comprising the Revenue Villages of
Kangeyam Tirupur District	1. Kangeyam
	2. Kathangani
	3. Ganapathipalayam
	4. Padiyur
	5. Sivanmalai
	6. Thammarettipalayam
	7. Alambadi
	8. Veeranampalayam
	9. Vatamalai
	10. Kadayur
	11. Aratholuvu
	12. Sampanthampalayam
	13. Nelai
	14. Uthiyur
	15. Nalroad
	16. Paranservazhi
	17. Nathakadiyur
	18. Palayakottai
	19. Muthur
	20. Chinna Muthur

[No. S-38013/62/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 25 अगस्त, 2014

का.आ. 2324.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 सितम्बर, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के

अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा (1) और धारा -77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध तमिलनाडु राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

केन्द्र	क्षेत्र के अंतर्गत आने वाले निम्न राजस्व गाँव
कृष्णगिरि तालुक के होसूर एवं तेंगणिकोट्टै तालुक में हरिता (बेलगोण्डपल्लि) (बेलगोण्डपल्लि) (बेलगोण्डपल्लि)	1. पूणपल्लि (पूणपल्लि) 2. बेलगोण्डपल्लि (बेलगोण्डपल्लि) 3. कलुगोण्डपल्लि (कलुगोण्डपल्लि) 4. पेरियमधगोण्डपल्लि (पेरियमधगोण्डपल्लि)

[सं.-एस-38013/63/2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 25th August, 2014

S.O. 2324.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st September, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Tamil Nadu namely:-

Centre	Area Comprising the Revenue Villages of
Harita (Beloagondapalli)	1. Poonapalli
Hosur & Denkanikottai	2. Belagondapalli
Taluk Krishnagiri	3. Kalugondapalli
District	4. Periyamadhagondapalli

[No. S-38013/63/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 25 अगस्त, 2014

का.आ. 2325.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 सितम्बर, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के

अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा (1) और धारा -77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध तमिलनाडु राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

केन्द्र	क्षेत्र के अंतर्गत आने वाले निम्न राजस्व गाँव
शूलगिरि क्षेत्र होसूर तालुक में कृष्णगिरि जिला	1. अड्डगारिकि 2. कामनधोड्डी 3. मरूधाण्डपल्ली (मरूधाण्डपल्ली) 4. नल्लगनकोथपल्ली (नल्लगनकोथपल्ली)

5. शूलगिरि

6. त्यागरासनपल्ली

(त्यागरासनपल्ली)

[सं.-एस-38013/64/2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 25th August, 2014

S.O. 2325.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st September, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Tamil Nadu namely:-

Centre	Area Comprising the Revenue Villages of
Shoolagiri area Hosur	1. Addagariki
Taluk Krishnagiri	2. Kamandhoddi
District	3. Marudhandapalli 4. Nallaganakothapalli 5. Shoolagiri 6. Thiagarasanapalli

[No. S-38013/64/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 9 जुलाई, 2014

का.आ. 2326.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मध्य रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ संख्या 105/2002) को प्रकाशित करती है जो केन्द्रीय सरकार को 16/06/2014 को प्राप्त हुआ था।

[सं. एल-41012/169/2001-आईआर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 9th July, 2014

S.O. 2326.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 105/2002) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the management of Central Railway, and their workmen, received by the Central Government on 16/06/2014.

[No. L-41012/169/2001-IR (B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT : Dr. MANJU NIGAM, Presiding Officer

I.D. No. 105/2002

Ref. No. L-41012/169/2001-IR(B-I) dated: 31.05.2002

BETWEEN

Shri Shamimudin, S/o Late Sh. Najirudin
692/1, Kund Pada, Nand Purva
Distt. – Jhansi (U.P.) – 284001.

AND

The Divisional Commercial Manager (Catering)
Central Railway,
Jhansi – 284 001.

AWARD

1. By order No. L-41012/169/2001-IR(B-I) dated: 31.05.2002 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Shri Shamimudin, S/o Late Sh. Najirudin, 692/1, Kund Pada, Nand Purva, Distt. – Jhansi (U.P.) and the Divisional Commercial Manager (Catering), Central Railway, Jhansi for adjudication to this CGIT-cum-Labour Court, Lucknow.

2. The reference under adjudication is:

“KYA MANDAL VANIJYA PRABANDHAK (KHAN-PAAN) MADHYA RAILWAY, JHANSI DWARA KARMKAAR SHRI SHAMIMUDDIN ATMAJ SHRI SW. NAJIRUDDIN KO DINANK 30.9.1994 SE SEWA SE NISHKAASIT KARNA NAYAYOCHIT HAI? YADI NAHI TO SAMBANDHIT KIS ANUTOSH KA HAQDAAR HAI?”

3. The case of the workman, Shamim-ud-din, in brief, is that he was engaged as daily rated casual labour w.e.f. 10.07.88 to discharge multi functional duties, including cooking, packing of food, cleaning of vassals and service of meals to passengers of trains including Shatabdi Express. The appointment was regular for performing regular and perennial work and for made for indefinite period till the attaining the age of superannuation. The workman was given Monthly Rated Casual Labour (MRCL) status after having completed 120 days continuously at base kitchen w.e.f. 28.12.1992. It is submitted that the workman continued to work as such for approximately more than four years when all of sudden his services have terminated w.e.f. 30.09.1994 after serving a notice under Section 25 F of the I.D. Act, 1947. The management by the means of said notice retrenched the services of the workman after paying compensation of Rs. 6216/-. It has been alleged by the workman that while terminating/ retrenching the services of the workman, the management of the railway did not observed rule of last come first go, as there are several persons who were similarly situated and appointed with the workman viz. Phool Singh, Jamil Siddiqui, Ambika Prasad are still working as Khalasi at Jhansi Karkhana. It has also been alleged that the workman as engaged at catering unit, Jhansi (Base Kitchen) and the number of workman of Catering Unit, Jhansi (Base Kitchen) is more than 100, hence while terminating the services of the workmen, the condition contemplated under Section 25 N of the I.D. Act has not been followed. Accordingly, the workman has prayed that his termination/retrenchment w.e.f. 30.09.1994 be set aside with consequential benefits, including full back wages.

4. The management of the central railway has field its written statement; whereby has admitted the engagement of the workman as a daily rated casual labour along with other w.e.f. 10.07.1988 due to exigencies of service on introduction of ‘Shatabdi Express Train’ for the purpose of preparing and delivering food article and providing associated services to the passengers of Shatabdi Express. It is also admitted that the workman was given temporary status on 28.12.1992. It is submitted by the management that the workman was based at Catering Unit, Jhansi; but he was working exclusively for providing an associated services to the ‘Shatabdi Express Train’. It is further submitted that at no point of time the strength of the catering unit, Jhansi, even after including the catering staff of ‘Shatabdi Express, never had 100 or more, thus, the

provisions of Section 25 N is not applicable in respect of the workman concerned. And accordingly, the termination of the workman under Section 25 F of the I.D. Act was just and legal. The management has denied this allegation of the workman that any of the juniors to the workman have been retained in service; and has submitted that all the similarly engaged, specifically for Shatabdi Express Train were retrenched simultaneously under Section 25 F of the Act vide order dated 30.09.1994 after complying with the necessary formalities as required under Section 25 F of the Act. Accordingly, the management has prayed that the claim of the workman be rejected being devoid of any merit.

5. The workman has filed its rejoined reiterating the averments already made in the statement of claim.

6. The parties have filed documentary evidence in support their claim. The workman has examined himself whereas the management has examined Shri P.K. Pandey, DCM, Central Railway, Jhansi. The parties availed opportunity to cross-examining the witnesses of each other apart from putting oral submissions.

7. I have given my thoughtful consideration to the rival contentions of the rival parties and perused entire evidence in light thereof.

8. The authorized representative of the workman has contended that the action of the management in terminating the services of the workman under provisions of Section 25 F of the I.D. Act, 1947 is malicious and camouflage. He has also contended that the action of the management amounts to non-compliance of Section 25 N. The representative of the workman has argued that on acquiring temporary status, the workman derived status of temporary servant and was governed by the Railway Servants (Disciplinary & Appeal) Rules, hence, his termination without adhering to the said rules and principle of natural justice is illegal.

The workman has filed list of employees at Catering Unit Jhansi for the year 1994 showing 142 employees at work in the said year to substantiate that Catering Unit Jhansi was an 'Industrial Undertaking' under section 25 K and he was entitled to protection and benefit under Section 25 N. A copy of letter dated 28.12.92 is filed to show temporary status being granted to him and 20 other casual labours. Temporary status was granted to the workman w.e.f. 28.12.1992. The above letter dated 28.12.92 further mentions approval of the Sr. Divisional Commercial Manager, Jhansi, in granting the temporary status. Copy of notice under Section 25 F of the Act, terminating his services is also filed. Medical certificate is also filed to show his health in full conformity with the requirements of the services in catering unit. The workman has also filed a copy of letter of the Chief Catering Inspector dated 12/14.7.94 in respect of proposal discharging of 21 Monthly Rated Casual Labours including the workman.

9. The management's authorized representative has pleaded that Railway Board imposed complete ban on the engagement of fresh casual labour after the year 1980, without prior personal approval of the General Manager of the Zonal Railways. The workman together with others casual labours were engaged by the competent authority, without prior personal approval of the General Manager and so, it is contended that engagements were void-ab-initio, being against the rule and instructions of the Railway Board. It is also submitted that on process of streamlining man power under the 'Man Power Planning', the workman twenty other were found surplus being in excess of requirement and so, were retrenched with legal compensation etc. under the provisions of Section 25 F of the I.D. Act, 1947.

The management has filed a copy of chart indicating total strength (designation wise) of the catering unit, Jhansi including Shatabdi Express, a copy of the FA & CAO letter dated 2.7.93, a copy of CPO (HQ) letter dated 19.8.93, a copy of letter dated 8.7.94 of Sr. Divisional Accounts Officer, Central Railway, Jhansi. A copy of official notice dated 28.9.94 regarding disengagement of the services of the workman and others, a copy of letter dated 28.09.94 by the DRM regarding his disengagement and of others.

10. Admittedly, the workman was engaged as daily rated casual labour w.e.f. 10.07.1988 and was granted Monthly Rated Casual Labour (MRCL) status after having completed 120 days continuously at base kitchen w.e.f. 28.12.1992 and his services have been terminated w.e.f. 30.09.1994 after complying with the provisions of Section 25 F of the Industrial Disputes Act, 1947 i.e. payment of retrenchment compensation of Rs. 6216/-. Aggrieved from termination of services the workman preferred an Original Application before the Central Administrative Tribunal, which was not entertained for the want of jurisdiction. Thereafter, the writ petition before Hon'ble High Court, Allahabad, which directed the workman to raise an industrial dispute before appropriate Government and consequently the present industrial dispute was raised.

11. Coming to the submission by the authorized representative of the workman that the Section 25 F was applied maliciously and this provision was used as camouflage. The factum of appointment, acquiring of temporary status and termination with notice under Section 25 F required to be analyzed. The workman and others were engaged in Catering Unit of Jhansi to strengthen the working of the said unit. No separate establishment or unit was formed to cater requirements of the Shatabdi Express. The letter of the Chief Catering Inspectors mentions that newly appointed casual worker/cleaners were retained in the unit and instead 14 of the senior were assigned work of Shatabdi Express. This fact remains uncontroverted. This further corroborate the plea of the workman that he and others were the employees of the

catering unit Jhansi and not of any separate unit in the name of Shatabdi Express unit; as pleaded by the management. In fact, the base kitchen was common. The workman and others were engaged on selection due to increased load of work. Their engagement was made by the competent authority. The management has not disputed legality of the appointment, grant of temporary status to them except stating non-obtaining of approval of the General Manager and justified the retrenchment of the workman on plea of surplusage of staff.

12. Here it is necessary to refer the few lines of the notice of retrenchment dated 30.09.94; wherein it is specifically mentioned as under:

“aapki sewaon ki aavaskhyata nahi hone ke karan aapki sewaon ko etaddwara tatkaal prabhav se samapt ki jaati hai

The natural meaning of the above expression is that there were surplus staff and the services of the workman and others were not needed. To substantiate the above fact, the management has annexed a chart indicating total strength (designation wise) at Catering Unit, Jhansi including Shatabdi Express. This chart has been classified in two parts; first part showing present total strength and the second part showing total strength at the time of retrenchment i.e. on 30.09.94. A glance over this chart indicates present total strength 98, including 44 bearers and 18 cleaners. On the date of retrenchment i.e. 30.09.94, the strength at Catering Unit, Jhansi was 63 including 24 bearers and 10 cleaners. This chart falsifies the fact stated in the notice of retrenchment dated 30.09.94. The strength since increased by $(98-63) = 35$ at present. The number of bearers and cleaners also increased. The shrinkage of staff on man power planning is obviously an afterthought and false, particularly, when the present strength increased by more than 33% i.e. by 35, in comparison to the year of the retrenchment. Even if the explanation has been given as how the workman and other were in excess when the strength in 1994 was much less than the present strength. The plea that the workman and other retrenched workmen were surplus, apparently, is contrary to the facts. The management's witness Shri P.K. Pandey admitted staff strength to be 142 in his cross examination. There is no material to infer that the workman and other retrenched workmen were surplus, to warrant action under Section 25 F. The basis of notice under Section 25 F is, thus, rendered non-est, making the use of this section malicious exercise of power. This fact is also falsified by the letter of the Chief Catering Inspector, Central Railway, Jhansi dated 20.07.94, in reference to the letter No. C/192/CL/117 DC dated 12/14.07.94. This letter very specifically states that 58 posts of MRCL were sanctioned, as against only 42 MRCL were working and there existed shortage of 16 MRCL. This fact has not been controverted in the written statement or in the oral statement of the Divisional

commercial Manger (C). Thus, it is, fully proved that dispensation of the services of the workman, on ground of non availability of work was totally unjustified and Section 25 F was used as device to get rid of the workman and others. The management deliberately concealed letter No. C/192/CL/117 DC dated 12/14.07.94, in reply to which the Chief Catering Inspector had clarified the position and required services of the workman and 20 others, whose retrenchment were under consideration.

13. The management has taken plea that the engagement of the workman and others was without prior personal approval of the General Manager and so, the very appointments were illegal. Any copy of circular banning the recruitment has not been filed. However, assuming the ban on fresh engagement after 1980 the engagements, if not fraudulent, may be said irregular and not illegal. This circular was administrative in nature and issued as guidelines to rationalize and regulate fresh engagements. Fresh engagements were not banned but regulated by a clog of approval of the General Manager. This condition, in fresh engagement did not render the appointment of the workman, illegal, against the sanctioned strength. The so called guidelines permitted engagement of the casual labour subject to the approval of the General Manager. This administrative measure was to prevent abuse of engaging casual labours. This must be borne in mind that casual engagement connotes engagement without post. In the present case, the engagements were against the posts. In any event, at the time of retrenchment, the status of the workman did not remain casual on acquiring temporary status as there existed sanctioned post as stated by the Chief Catering Inspector in his letter. Such administrative instructions cannot take away legal status of the workman engaged by the competent authority. The workman and others were not apprised that they were being engaged against the instructions of the Railway Board. They were selected by the competent authority by adopting the due process. The taking of approval was the duty of the authorities and not of the workman. The workman cannot be punished if the approval was not sought. There is no material to show that approval was sought and rejected. There is also, no material that the concerned officers involved in engagement of the workman and others were penalized by the Railway management for having acted against the instructions of the Railway Board. The fact, is otherwise. Management's documents show that FA&CO Office, Bombay, by letter No. AC/958/E&G/CORES/II dated 02.07.93 questioned engagement of 21 MRCL at Jhansi catering unit. Para 1 of this letter mentions letter No. E(NG)II-CL/43 dated 07.06.84 circulated under office letter No. HPV/22513/R dated 09.08.84, 'no fresh, shall be engaged as casual labour, without prior approval of the General Manager, some guidelines have been issued to all DRM by your office vide letter quoted above. These irregular (not illegal) appointments of 21 MRCLs were also

questioned by the Chief Personnel Officer of the Central Railway by letter dated 19.08.93. Again Sr. DAO JHS vide letter dated 08.07.94 mentioned about irregular appointment. In concluding para of this letter 'discharge notice' to such appointees (MRCL) was desired. Management has filed office note dated 28.09.94. Mr. R.N. Srivastava, DCM (Catering) Jhansi submitted his note to ADRM/Sr. DPO/Sr. DCM for dispensing services of 21 MRCL by issuing notice. On this note endorsements of the above authorities are given. It was decided to discharge them on the plea of there being no work and this note was approved. It appears that in view of this decision on office note, the series of the workman and 20 others were dispensed with taking assistance of section 25 F though the fact considered were different i.e. irregular appointment without approval. It has already been observed that the Chief Catering Inspector justified their retention on plea of availability of work. The chart of strength also justify this inference. It appears that the senior authorities, to save their skin adopted this device of dispensing services of the workman and 20 others. The workman and similarly placed were made to pay for sin of authorities after wasting six years of their prime age. As observed earlier, the workman had not obtained engagement by fraud. He was selected and engaged and further provided temporary status. All employees with temporary status are governed by the Railway Servants (Discipline & Appeal) Rules. He was no longer casual worker but worker with temporary status, to be treated as temporary Railway Servant. If the Railway treated their services irregular he should have been given opportunity to explain his position. The workman was not given any opportunity to justify his engagement after acquiring temporary status. This approach was against the rule of natural justice. Even on assuming his appointment no regular, his termination should have been preceded by a show cause notice.

14. Now it has to be considered as to whether Section 25 F applied at all in case of the workman? The workman claims that his retrenchment could be made under Section 25 N of the I.D. Act, 1947. The management in reply has contended that the management is not an 'Industrial Establishment' within the meaning of 25 L (a)(i) of the I.D. Act, 1947, as it is not Factory under sub-section (m) of section 2 of the Factories Act. Section 2(m) Factories Act, reads as follow:

(m) "factory" means any premises including the precincts thereof

(i) Whereon then or more workers are working, or were working on any day of the preceding twelve months, and in any part of which a manufacturing process is being carried on with the aid of power, or is ordinarily so carried on, or

(ii) Whereon twenty or more workers are working or were working on any day of preceding twelve months, and in any part of which a manufacturing process is being carried on without the aid of power, or is ordinarily so carried on.

But does not include a mine subject to the operation of (the Mines Act, 1952 (35 of 1952) or (a mobile unit belonging to the armed forces of the Union, railway running shed or hostel, restaurant or eating place).

(Explanation I – For computing the number of workers for the purposes of this clause all the workers in (different groups and relays) in a day shall be taken into account)

(Explanation II – For the purposes of this clause, the mere than an Electronic Data Processing Unit or a Computer Unit is installed in any premises or part thereof, shall not be construed to make it a factory if no manufacturing process is being carried on in such premises or part thereof)

15. Taking advantage of the exception clause, it is submitted by the management that catering unit, in railway is not an 'industrial establishment'. The exception clause mention 'railway running shed or a hotel, a restaurant or eating place. The catering department comprising with several working units in Central Railway is to be taken as a single establishment, for computing number of employees to be more than 100. In any event, the workman has filed list of staff at catering unit Jhansi for the year 1994 which shows the number of staff being 142. This fact is not controverted by evidence. The management witness, Shri P.K. Pandey who appeared for cross examination, admitted that number of working staff is 142. This admission settled the controversy of number game, to bring the provision of chapter V-B in operation.

16. The factor is as to whether the activities in catering establishment in Central Railway, particularly, the working catering unit, Jhansi, may be taken as 'manufacturing and so may be said a factory under section 2 (m) of the Factory Act, 1948. The definition of 'factory', reproduced above, excludes railway running shed or a hotel, a restaurant or eating place. Undeniably, the catering unit Jhansi is not a running shed or hotel. It is also not a restaurant in true sense. It prepares meal for the passengers in train or otherwise and serve in trains, platform and occasionally, in room marked for at on the platform. There is a common base kitchen to cater needs of the passengers, not only of Shatabdi Express but of other trains also. Evidently, catering unit Jhansi is not covered by the exclusion clause of 'factory' as defined under section 2(m) of the Factory Act, 1948.

17. Preparation of food items in base kitchen and other related activities as packaging supply in train or platform etc. are run on commercial basis. The character of such activities in base kitchen is nothing but of manufacturing. These activities in manufacturing food etc. in base kitchen are systematic and not casual.

18. Hence, in view of the discussions made hereinabove, it can be safely said that the provisions of section 25 N of the Industrial Disputes Act, 1947 was not applied since the permission required by clause (b) of Section 25 N of the Act has not been complied with as the prior permission of the appropriate Government has not been taken. There is no document on record to show that application was moved by the employer, seeking permission of the appropriate Government; and permission was granted by the said Government. Thus, the workman was entitled to be dealt with the provisions under section 25 N and not under section 25 F of the Industrial Disputes Act, 1947. Hence, the retrenchment order under Section 25 F was illegal.

19. Thus, from the facts and circumstances of the case, I am of considered opinion that the action of the management of the Divisional Commercial Manager (Catering), Central Railway, Jhansi in terminating the services of the workman under section 25 F of the Industrial Disputes Act, 1947 was neither legal nor justified; and accordingly, I come to the conclusion that the workman is entitled for reinstatement with full back wages and other consequential benefits, assuming that there existed no termination at any point of time within six weeks from the date of publication of this award in the gazette, failing he shall also be entitled for simple interest @ 6% per annum on arrears. The reference is answered accordingly.

20. Award as above.

LUCKNOW

04th June, 2014

Dr. MANJU NIGAM, Presiding Officer

नई दिल्ली, 30 जुलाई, 2014

का.आ. 2327.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बुलेन्दखंड क्षेत्रीय ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 138/99) को प्रकाशित करती है जो केन्द्रीय सरकार को 16/07/2014 को प्राप्त हुआ था।

[सं. एल-12012/225/98-आईआर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 30th July, 2014

S.O. 2327.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.138/99)

of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of Bundelkhand Kshetriya Gramin Bank and their workmen, received by the Central Government on 16/07/2014.

[No. L-12012/225/98-IR (B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/138/99

Presiding Officer : SHRI R.B.PATLE

Shri J.K.Kothia,
C-2/9, Sector-5,
Rohini, New Delhi.

.....Workman

Versus

General Manager,
Bundelkhand Kshetriya Gramin Bank,
Tikamgarh,
M.P.

.....Management

AWARD

(Passed on this 27th day of June, 2014)

1. As per letter dated 15-3-99 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12012/225/98-IR(B-I). The dispute under reference relates to:

“Whether the action of the management of Bundelkhand Kshetriya Gramin Bank, Tikamgarh in terminating the services of Shri Jinesh Kumar Kothia vide order dated 20-5-95 is legal and justified? If not, to what relief the workman is entitled?”

2. After receiving reference notices were issued to the parties. Workman submitted statement of claim at page 4/1 to 4/7. Case of workman is that he was employed as cashier with IInd party Bank at Malguwan branch during 12-6-84 to 27-11-84. Chargesheet was issued to him on 12-12-91 committing forgery and misappropriation of amount by IInd party. That incident was also reported to police against him and Branch Manager S.P. Garg reported to Police station Kundeela and an offence under Section 409 of Indian Penal Code has been registered against both of them was filed and chargesheet has been filed in Criminal case bearing No. 58/84 & 358/97. Workman and Shri Garg Branch Manager were acquitted on 20-8-98. That chargesheet issued to workman after 7 years of the alleged incident. Workman denied charges against him filing reply. Enquiry Officer found workman guilty. The punishment of removal was imposed. The appeal preferred by workman

was rejected by Appellate Authority. Workman submits punishment of removal from service is illegal. Ist party workman has pleaded that he was not supplied documents. Effectively revived the charges. List of witnesses and documents were not supplied to him. Enquiry Officer mechanically framed charges against him. Enquiry Officer adopted illegal procedure. Workman was not allowed to defend himself engaging counsel of the choice. He was not given sufficient time to submit list of witnesses and documents. The findings of Enquiry Officer are not supported by cogent evidence. The findings are perverse. In view of acquittal in criminal case., there was no justification to hold workman guilty, enquiry summarily conducted. It caused prejudice to workman. On such grounds workman prays for his reinstatement with back wages.

3. IInd party filed Written Statement at Page 11/1 to 11/5. It is submitted by IInd party that workman was employed as clerk cum cashier at Malgawa branch during June to November 84. Chargesheet was served on him on 12-12-91 alleging forgery and misappropriation of amount, false payments. DE was held against him. Workman was given reasonable opportunity. Enquiry Officer found charges against workman are proved. Considering report of Enquiry Officer after showcause notice, punishment of removal from service was imposed against workman. Said punishment is commensurate to charges. The Bank is constituted under Regional Rural Banks Act 1976. Central Govt. has made Service Regulations called Kshetriya Gramin Bank Staff service Regulation 1980. It is further submitted that Ist party workman posted as clerk cum cashier. Shri S.P.Garg was Branch Manager, they were found preparing bogus vouchers, misappropriating large amount, withdrawn a substantial amount from account of one account holder Shri U.S.Gupta without his knowledge. Ist party workman was holding post of trust and confidence in Bank. He was not expected to indulge in forgery showing false amount. On such contentions IInd party prayed for rejection of claim of workman.

4. IInd party management submitted rejoinder at page 12/1 to 12/5 reiterating its contentions raised in statement of claim. Workman submits that Shri B.R.Vijay was not permitted to act as Defence Representative. Shri S.K.Sharma clerk cum cashier was Defence Representative. The documents produced before Enquiry Officer were certified copy of documents. He did not object to its production in Enquiry Proceedings. That criminal trial and Departmental Enquiry are different. There is no nexus between each other.

5. As per order dated 20-4-04, my predecessor held enquiry conducted against workman is not valid and proper. However the Bank was permitted to adduce evidence to prove misconduct in Court. Considering pleadings and above facts, the points which arise for my

consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

- | | |
|--|---------------------|
| (i) Whether the charges alleged against workman are proved from evidence adduced by management? | In Negative |
| (ii) Whether the action of the management of Bundelkhand Kshetriya Gramin Bank, Tikamgarh in terminating the services of Shri Jinesh Kumar Kothia vide order dated 20-5-95 is legal and justified? | In Affirmative |
| (iii) If not, what relief the workman is entitled to? | As per final order. |

REASONS

6. **Point No.1-** As stated above, the enquiry conducted against workman was found illegal. Management is permitted to prove misconduct in Court. Management filed affidavit of evidence of Shri A. K. Srivastava Manager (Audit and Inspection) at Head office, Shri B.L.Pushpkar Branch Manager. So far as evidence of Shri B.L.Pushpkar is only on the point that he has forwarded complaint received from Sudama Prasad Pateria, forwarding letter is Exhibit M-39. The complaint submitted by Sudama Prasad Pateria, Article P-1 is not proved as the complainant Sudama is not examined by management. Shri B.L.Pushkar in his cross-examination says that he was witness in criminal case against workman. He donot recollect anything about it. It is denied that Sudama Prasad has withdrawn Rs.3000/- on 12-6-84 through his brother. The evidence of management's witness A.K.Srivastava is on point that on 26-11-84, while he was working as cashier cum clerk, the workman in collusion with Branch Manager S.P.Garg, misappropriated the amount by showing payment of Rs.2000/- to Shri Mahadeva Saur Account No.1/3, Rs.2000 from Shri Halka Kumhar Account No.5/2, Rs.2000 from Shri Kalau Lodhi Account No.12/1, Rs.2000 from Shri Tantu Account No. 16/1 & Rs.2000/- from Shri Ram Dayal & Chhotelal Chamar Account No. 17/3. He has further illustrated the procedure of disbursing loan amount. IInd and other instalments are disbursed to the borrower when he shows that the earlier instalment has been properly utilized. At the time of disbursement of amount to the borrower, debit voucher is prepared by the concerned clerk, debit voucher passed for payment by the Branch Manager and thereafter at the time of handling over of the amount to the borrower, his signature is taken at the back side of the voucher over the revenue stamp as an acknowledgement of receipt of amount. The witness has further stated that amount Rs.2000/- shown paid to Mahadev on 26-11-84 in pass book and ledger sheet. Said amount was not actually paid to the borrower. It was clear from the debit voucher related to transaction. It was duty of workman to obtain signature of borrower. Similarly

amount Rs.2000/- was paid on 26-11-84 to Halka Kumhar. The payment of Rs.2000/- shown from account of Shri Kalua Lodhi in Agricultural Term Loan Account on 26-11-84. Rs.2000/- from Account of Tantu Chamar on 26-11-84, amount of Rs.2000/- from Account of Ram Dayal & Chhotelal on 20-11-84, amount of Rs.2000/- from account of Sarman Basore on 27-11-84, amount was not paid to those borrowers as per the debit voucher. That Shri Kothia had admitted fictitious vouchers and withdrawal of Rs. 3500/-. He tried to shift entire blame on Shri Garg. From evidence of Shri A. K. Srivastava document Exhibit M-13 to M-35 are proved.

7. I will deal with those documents at later part of judgment. The witness in his cross-examination says telephone messenger was received from Post man, thereafter he along with Chairman of Bank went to Malgawa branch for inspection on 28-11-84. He donot remember whether Shri Garg was present at that time. He was unable to say about receiving complaint Exhibit M-12. He was unable to tell in whose handwriting Exhibit M-13 and document M-14 is written. Document Exhibit M-15 bears signature of Mr. Garg. The entries are taken by Garg or Kothia. The witness admits that he had not received any letter from Kothia, the workman. The witness admits that he had not received any letter from Kothia the workman. Therefore he cannot identify his handwriting. He was unable to identify handwriting of document M-16. Document M-17 is written in handwriting of Mr. Garg. The entries are written by Garg or Kothia. The witness denies that Bank has suffered any financial loss. Witness was unable to tell whether amount of Rs.3000/- was deposited in name of Uma Shankar on 12-6-84. Witness was unable to tell about it without going through the documents. In his further cross-examination he says in pay book on 12-6-94 overwriting is possibly made in entry of J.K.Kothia i.e. workman. Document M-19 is in writing of Mr. Garg., he was unable to tell who had filled the information. The witness was unable to tell who filled documents M-20 to 24 that document Exhibit M-25, 26 are filed by Garg. Exhibit 27 are filled by Kothia. Witness was unable to tell who filled documents Exhibit M-29, 30. Documents M-31, 33 are filled by Shri Kothia and 32 by Shri Garg. Witness was unable to tell who filled Exhibit M-34, 35. The witness reaffirmed that as he was working in Head office, he identify signatures of Kothia workman. He deny that payment of Rs. 1500, 2000 was shown without voucher.

8. Workman filed affidavit of evidence denying his involvement in alleged forgery and misappropriation of amount. There was no dispute during course of argument that Garg has been dismissed from service., Both workman and Garg Branch Manager were acquitted. Counsel for IInd party Shri Shrotri submits that State Bank has challenged their acquittal filing appeal but no such document is produced on record., copy of deposition of management's witness Anil Srivastava is produced at

Exhibit 32. The copy of judgment in criminal case is produced at Exhibit M-5. Argument advanced about delay in initiating the enquiry against workman argued by learned counsel for workman cannot be considered in view of the judgment by Hon'ble High Court in miscellaneous petition 3172/92 was dismissed. The judgment is produced at Exhibit M-4. Criminal Court in his judgment Exhibit M-5 has disclosed evidence of prosecution witnesses. From reading of para-7 of the judgment, it is clear that prosecution examined witnesses Shri Khemchand Jain, K.P.Ahirwar, R.I. Singh, Anil Kumar Srivastava, Madanmohan, Mahadev, Halka, Kaluwa Modi, Gorelal, Sudama Prasad, Ramdayal, C.P. Dubey, J.L. Rathore, , Sarmana and others total 16 witnesses and the documents. The evidence of MW-2 A.K. Srivastava is discussed in Para 16 to 20. The evidence of Anil Srivastava was not accepted in support of charges. In para-20 of the judgment, criminal court observed that payments of Rs.2000/- shown 5 times entries were required to be taken by cashier. That Kothia workman had not signed on Article 27. It is not necessary to reappraise the evidence but it is surprising to note that any other witnesses are not examined by management. MW-2 Anil Srivastava in his cross-examination has admitted that he has not received any letter from workman. Therefore he could not identify signatures. However in later part of his cross-examination, he says that as he was working in branch, he identify his handwriting. His evidence is not reliable. The complaint at Page 36 about incident was submitted by workman himself. Exhibit M-34 is pass book. It is not bearing signatures of workman. The evidence of management's witness A.K. Srivastava is not cogent about who has taken entries in relevant documents about payment of amount from term loans of all these persons. Ist party workman in his cross-examination has denied documents Exhibit M-17 is written in is handwriting. That entries in M-27,28 are in his handwriting. Payment of Rs.1500 and 2000 shown in Exhibit 28. It is not shown from his account. The amount was withdrawn. The entry dated 12-6-84 in Exhibit 29 amount is not scored out by him. The entry was not written by him. He had taken entries in Exhibit M-31 except dated 12-6-84. All those account holders are not examined. There is no evidence that amount shown debited was received by workman.

9. Learned counsel for Ist party Pranay Choubey submits that the charges of forgery, misappropriation needs cogent evidence. That workman was acquitted along with Branch Manager. The findings of criminal court in the matter of fraud, forgery, misappropriation cannot be reversed in support of his argument. Counsel relies on ratio held in Case of Jeevan Prakash Pandurang Moksho versus State Bank of India and another reported in 1983-2-LLN 250 their Lordship of Bombay High Court dealing with acquittal of bank employee on appeal. Employee reinstated in service on request. It was held that DE is barred. The employer Bank having once taken a decision

and reinstated the employer, renders itself powerless either to alter that decision or change the course and pick up other alternative.”

The ratio cannot be applied to present case at hand in view of judgment by Hon'ble High Court in Miscellaneous Petition No. 1372/92 Exhibit M-4.

10. Learned counsel for workman also relies on

Judgment by Supreme Court in Civil Appeal No. 7431/2008 in case of Roop Singh Negi versus Punjab National Bank and others. Their Lordship of Apex Court observed the materials brought on record pointing out the guilt are required to be proved. A decision must be arrived at on some evidence, which is legally admissible. The provisions of Evidence Act may not be applicable in a departmental proceeding but the principles of natural justice are. As the report of the Enquiry Officer was based on merely ipse dixit as also surmises and conjectures, the same could not have been sustained.

In present case, the witnesses examined in criminal case are not examined by IInd party and the witnesses No.2 A.K.Srivastav has been examined. His evidence is not cogent how he identifies handwriting and signatures of workman. The evidence is clear that amount Rs.15,000/- was withdrawn by ShriGarg and not returned back. Said amount was debited in different accounts. The evidence of Anil Kumar Srivastava is not clear that all those debit vouchers for said amount are made in writing to the workman.

11. Learned counsel for workman Pranay Choubey further relies on

Ratio held in case of management of Centaur Hotel versus P.S., Mohan Nair and another. In para-9 of the judgment their Lordship observed it may be noted that chargesheet was based on letters addressed by Respondent No.1 to the petitioner which were given around 7-8 years back. The explanation of the petitioner is that it acted on an anonymous complaint received.

In view of judgment Exhibit M-4, the point raised cannot be accepted.

12. Documents Exhibit M-6 to M-12 are loan application forms. Amount debited in each is written on reverse side. Evidence of management's witness is not cogent that entries about debiting amount Rs.2000/-, 1000/- in those documents are made by Ist party workman. Debit entry of Rs.2000 in Exhibit M-9 is not bearing signature of any body. Document Exhibit M-11 is zerox copy of seizure memo. The original or documents M-14 to M-34 are not on record. Therefore evidence of management's witness about entries cannot be relied.

13. Learned counsel for IInd party Shri Shrotri relied on ratio held in Case of State of UP and others reported in 1996(3)SSC 750. In case of N.Selvaraj versus Kumbakonam

city union Bank Ltd. Reported in 2006(9)SSC-172, South Bengal State Transport Corp versus Sapan Kumar Mitra and others reported in 2006(2) SSC 584. The ratio held in those cases cannot be applied to case at hand. The charges against workman cannot be proved from evidence of management's witness.

14. Learned counsel for management ShriShrotri during course of argument submitted that amount of different persons was debited, misappropriated the amount by workman with ShriGarg, workman has taken entries in debit vouchers proves the charges against him. The evidence of Shri Anil Srivastav is discussed in detail by criminal court and not found sufficient to hold acute guilty of charges. In present case MW-2 A.K.Srivastava is examined. Any other material witness is not examined. The evidence is not sufficient to prove charges against workman. For above reasons, I record my finding in Point No.1 in Negative.

15. Point No.2- in view of my finding in Point No.1, charges against workman are not proved from evidence on record, therefore the punishment of removal from service deserves to be quashed and set-aside. The workman in his evidence says that after retirement, he was not gainfully employed. That he is residing with his daughter. Workman was under suspension from 1984. He was dismissed from service in 1988. How he was surviving all those years is not explained from his evidence. Considering above aspects, workman deserves to be reinstated with 50 % back wages. Accordingly I record my finding in Point No.2

16. In the result, award is passed as under:-

- (1) The action of the management of Bundelkhand Kshetriya Gramin Bank, Tikamgarh in terminating the services of ShriJinesh Kumar Kothia vide order dated 20-5-95 is not legal and proper.
- (2) IInd party is directed to reinstatement workman with continuity of service with 50 % back wages.

R. B. PATLE, Presiding Officer

नई दिल्ली, 13 अगस्त, 2014

का.आ. 2328.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ब्रैठवैते बुरण एण्ड जेस्सोप कंस्ट्रक्शन कंपनी लिमिटेड के प्रबंधन के संबंध में उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय कोलकता के पंचाट (संदर्भ संख्या 29/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 08/08/2014 को प्राप्त हुआ था।

[सं. एल-42011/01/2013-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 13th August, 2014

S.O. 2328.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. Reference No. 29 of 2013) of the Central Government Industrial Tribunal Cum Labour Court, Kolkata now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Braithwaite Burn & Jessop Construction Co. Ltd. and their workmen, which was received by the Central Government on 8/8/2014.

[No. L-42011/01/2013-IR(DU)]

P. K. VENUGOPAL, Section Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT KOLKATA**

Reference No. 29 of 2013

Parties : Employers in relation to the management of Braithwaite Burn & Jessop Construction Co. Ltd.

AND

Their workmen

Present : JUSTICE DIPAK SAHA RAY, Presiding Officer

Appearance :

On behalf of the : Mr. Partha Bhanja Chowdhury,
Management Ld. Counsel with
Mr. L.M. Ghosh, Ld. Counsel.

On behalf of the : Ms. Sujaya Ray, Ld. Counsel.
Workmen

State : West Bengal. Industry: Heavy Engineering.

Dated: 31st July, 2014.

AWARD

By Order No.L-42011/01/2013-IR(DU) dated 03.07.2013 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of M/s. Braithwaite Burn and Jessop Construction Co. Ltd. in denying the demand of union for 20% Bonus for financial year 2010-2011 is justified? To what relief the said union entitled to?”

2. When the case was taken up for hearing on 21.07.2014, Ld. Counsel for the management submitted that the State Government was the appropriate Government in respect of the dispute. In support of the said contention the management referred to a decision reported in 2012(3) CHN 16. Ld. Counsel for the union conceded the argument of the Ld. Counsel for the management and submitted that the State Government was the appropriate Government and not the Central Government.

3. Here, in the instant case, the Central Government by an order of reference referred the dispute to this Tribunal.

4. Now considering the submission of both the parties with reference to the decision referred to above, it appears that the State Government was the appropriate Government to make the reference dated 03.07.2013.

5. In view of the above facts and circumstances, the instant reference is not maintainable as this Tribunal has no jurisdiction to adjudicate the instant reference case. Accordingly the instant reference dated 03.07.2013 is set aside.

The present reference is disposed of accordingly.

Justice DIPAK SAHA RAY, Presiding Officer

Dated, Kolkata,

The 31st July, 2014

नई दिल्ली, 13 अगस्त, 2014

का.आ. 2329.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जूट कारपोरेशन ऑफ इंडिया लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय कोलकाता के पंचाट (संदर्भ संख्या 4/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 08/08/2014 को प्राप्त हुआ था।

[सं. एल-42011/202/2011-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 13th August, 2014

S.O. 2329.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. Reference No. 4 of 2012) of the Central Government Industrial Tribunal Cum Labour Court, Kolkata now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Jute Corporation of India Ltd. and their workmen, which was received by the Central Government on 8/8/2014.

[No. L-42011/202/2011-IR(DU)]

P. K. VENUGOPAL, Section Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT KOLKATA**

Reference No. 04 of 2012

Parties : Employers in relation to the management of The Jute Corporation of India Ltd.

AND

Their workmen

Present : Justice DIPAK SAHA RAY, Presiding Officer

Appearance :

On behalf of the : None.
Management

On behalf of the : Mr. Madhusudan Dutta,
Workmen Ld. Advocate.

State: West Bengal Industry: Jute.

Dated: 31st July, 2014

AWARD

By Order No.L-42011/202/2011-IR(DU) dated 24.02.2012 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

“(1) Whether the action of the management of Jute Corporation of India in denying the regularization of service to its 400 casual workers is legal and justified? What relief the workmen are entitled to?
(2) Whether the management of Jute Corporation of India in denying the demand of casual workers for extending medical allowance, house rent allowance and conveyance allowance in line with permanent employees is legal & justified? What relief the workmen are entitled to?”

2. This reference has been made at the instance of the Jute Corporation of India Field Workers' Union as the management of Jute Corporation of India denied to regularize the service of its casual workers.

3. The case of the union is, in a nutshell, as follows: the concerned workmen were appointed against permanent vacancies/posts and since their appointment they have been working continuously and uninterruptedly. The jobs which are being performed by them are of permanent in nature; but inspite of that they are termed as casual workmen. It has been further contended that the concerned workmen have been provided with the benefit of 16 days leave with pay, Gratuity after retirement at the age of 58 years, festival advance; but they have been denied the benefit of getting regular pay scale with increment, Group Insurance and Dearness Allowance. It is the specific case of the concerned workmen that the Jute Corporation of India is treating them as Class-IV employees for all practical purposes and as such they are entitled to grades and scales of pay at par with the permanent Class-IV employees of Jute Corporation of India. It is also the contention of the said workmen that several representations were made by the workmen for regularization of their services but the management did not regularize their services. Accordingly, the union raised industrial dispute and ultimately this reference has been made.

3. In this case the Jute Corporation of India after receiving notice of the Tribunal appeared through its Ld. Advocate. But thereafter none turned up on behalf of the

management. Accordingly, this reference has been heard exparte.

4. The union examined one witness and proved some documents in support of its case.

5. On perusal of the evidence of the witness it appears that he has corroborated the case of the union. Unchallenged testimony of the witness goes to show that the concerned workmen were appointed against permanent vacancies/posts and they have been performing their respective jobs continuously and uninterruptedly since their appointment and the said jobs are of permanent in nature. Unassailed evidence of the witness has also established that the concerned workmen are covered by the benefit as recommended by the Pay Commission.

6. It has been argued on behalf of the union that the concerned workmen have been working continuously and uninterruptedly for years together and as such they cannot be termed as temporary or casual. Reference has been made to the decisions reported in 2006 LAB I.C. 960; 2006-III-LLJ 482 and 1996-I-LLJ 1223

7. It has already been pointed out that the unchallenged testimony of the sole witness of the union has proved the case of the union and from the evidence of the witness it is evident that the concerned workmen since their appointment, have been working continuously and uninterruptedly and that the jobs which are being performed by them are permanent in nature. Considering the above facts and circumstances with reference to the decisions referred to above, the concerned workmen cannot be termed as temporary or casual workmen.

8. Considering the above facts and circumstances with reference to the discussions referred to above, it appears that the services of the concerned workmen are required to be regularized and accordingly the management of Jute Corporation of India is to regularize the services of the concerned workmen within three (3) months from the date of passing of this Award.

9. The concerned workmen are also entitled to get all the benefits which are being given to the permanent employees of Jute Corporation of India from the date of passing the Award.

10. The instant order of reference dated 24.02.2012 is answered accordingly.

Justice DIPAK SAHA RAY, Presiding Officer

Dated, Kolkata,

The 31st July, 2014.

नई दिल्ली, 13 अगस्त, 2014

का.आ. 2330.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डायरेक्टर (मैनेजर्स) वेस्टर्न टेलीकॉम रीजन के प्रबंधन के संबद्ध नियोजकों

और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय जबलपुर के पंचाट संदर्भ संख्या सी जी आई टी/एल सी/आर/154/01 को प्रकाशित करती है जो केन्द्रीय सरकार को 08/08/2014 को प्राप्त हुआ था।

[सं. एल-40012/168/2001-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 13th August, 2014

S.O. 2330.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. CGIT/LC/R/154/01) of the Central Government Industrial Tribunal Cum Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Director (Maintenance), Western Telecom Region and their workman, which was received by the Central Government on 8/8/2014.

[No. L-40012/168/2001-IR(DU)]

P. K. VENUGOPAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/154/2001

Presiding Officer : SHRI R.B.PATLE

Shri Govind Prasad Patel,
S/o Shri Beniprasad Patel,
Vill Boroda, PO Dhoesar,
Tehsil Dhimarkhada,
Katni (MP)

.....Workman

Versus

Director (Maintenance),
Western Telecom Region,
Telecom Building, IInd Floor,
CTO Compound,
Jabalpur

.....Management

AWARD

Passed on this 21st day of July 2014

1. As per letter dated 28-9-2001 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-40012/168/2001-IR(DU). The dispute under reference relates to:

“Whether the action of the management of Director (Maintenance), Western Telecom Region, Jabalpur in terminating the services of Shri Govind Prasad Patel S/o Shri Beni Prasad Patel w.e.f. 30-12-99 is just, fair and legal? If not, to what relief the workman is entitled?”

2. After receiving reference, notices were issued to the parties. Workman submitted statement of claim at Page 2/1 to 2/8. Case of Ist party workman is that he is resident of Village Baroda in Katni Distt. MP. He submits that on 1-5-97, he was engaged by Dy.Engineer for maintenance of Microwave as casual labor. He was also assigned work of taking entries in inward, outward register. As per directions of IInd party No. 4, 5. However he completed 240 days continuous service during each of the year. He worked with devotion. He is eligible for status of temporary employee. Despite of repeated request and assurance given by IInd party No. 4, 5 status of temporary employee was not granted to him. The IInd party out of malafide shown him as contract labour. Workman submits that he was doing various kind of work. Gate pass was issued in his name. on 25-3-98 for redressal of his grievance, he issued notice through Advocate Shri P.K.Mahurya. Even after issuing notice, false reply was given by IInd party No.4. that the workman was engaged on contract basis. Workman reiterates that he was continuously working as casual labour from May 97 to Dec-99. IInd party has not paid wages for September to December 99. Workman submits that his services are terminated in violation of Section 25-F of I.D.Act. On such ground, he prays for his reinstatement with consequential benefits.

3. IInd party filed Written Statement at page 9/1 to 9/3. Claim of workman is denied. IInd party submits that workman was never engaged as casual labor. There was no need of casual labour by IInd party. The knowledge of typing, working on computer is not required for casual labour. The work of maintenance of DE Microwave is not done by casual employees in Katni Office. Workman not completed 240 days as casual labor. All other contentions of workman are denied. It is reiterated that workman was working on contract basis therefore documents about his educational qualification, experience etc. were not required. After completion of contract, workman was informed that whenever work is available, he would be called again. On such ground, IInd party prays for rejection of claim.

4. Workman filed rejoinder at page 10/1 to 10/2 reiterating his contentions in statement of claim. He submits that as workman was engaged as casual labour, there was no need to advertise said post. That he completed 240 days continuous service as casual labour.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

- | | |
|---|-------------|
| (i) Whether the action of the management of Director (Maintenance), Western Telecom Region, Jabalpur in terminating the services of Shri Govind Prasad Patel S/o Shri Beni Prasad Patel w.e.f. 30-12-99 is legal and justified? | In Negative |
|---|-------------|

- (ii) If not, what relief the workman is entitled to?" As per final order.

REASONS

6. Workman is challenging termination of his services as employee in violation of Section 25-F of I.D.Act. Workman filed affidavit of his evidence. He has stated that from 1-5-97 he was continuously working with IInd party No.4, 5 for maintenance of Microwave. He was working as casual labor. He was taking entries in inward, outward register. He completed 240 days working. He was also doing typing, computer operating work. He was not granted status of temporary employee despite his request. He had completed 240 days continuous service. That he was issued gate pass on 25-3-98 for taking materials from Jabalpur. In his cross-examination workman says that the post was not advertised, his name was not sponsored through Employment Exchange. He has not faced any examination. Appointment letter was not given to him. He was doing work of taking entry in issue and dispatch register, typing work. He was sent to OFK for checking. At the relevant time Shri Rammilan, Dilip Kumar, Dashrath Prasad were working as temporary status mazdoor. SDE Shri Dubey and DE Vasanta were working during the relevant period. His wages were paid by Shri S.N.Dubey. there was no cashier. He was expecting service in the office. He had to submitted application to any office after his discontinuation. He denies suggestion that he has not completed 240 days continuous service. In Document Exhibit M-1 to M-9, name of workman finds reference. Those documents relates to payment of Rs.1500/- per month by SDE Katni. The details are shown computer work ad DE maintenance etc. during June 97. Reference of typing work is also found in Document Exhibit M-2, M-3. Payment is also made for computer work, typing work, assisting in office work etc. There is specific reference about work on contract basis. Those documents are admitted by Ist party.

7. The evidence of management's witness Shri S.N. Dubey in his affidavit of evidence says that the workman was engaged on contract basis. In his cross-examination, management's witness denies that workman continuously worked from 1-5-97 to 30-12-99. He denies that workman was doing work of office assistant taking entries in inward, outward register. Such register is not maintained in the office. The office of DE was separate in the same building. He denies that workman was not paid wages for Sept. to Dec-99. The evidence of workman is not corroborated by documents produced on record. So far as document Exhibit W-1 to W-14, though the management's witness produced at Exhibit W-14 shows letter given by Dy.Engineer to Director shows that workman had completed 240 days workman may be confirmed. Document Exhibit W-14 also shows the information was called for

granting temporary status of temporary labours completing 240 days continuous service. Document Exhibit W-1 to W-2 also bears name of workman and payments made to him. When the documentary evidence shows workman had completed 240 days continuous service, termination of his service without notice or payment of retrenchment compensation cannot be said legal. For above reasons, I record my finding in Point No. 1 in Negative.

8. Point No.2- In view of my finding in Point No.1 termination of workman is in violation of Section 25-F of I.D.Act, question arises whether he is entitled for reinstatement with back wages. The evidence in cross-examination of workman shows he had not issued appointment letter. His name was not sponsored through Employment Exchange, he not faced any examination. Therefore considering short period of working in May 97 to December 99, relief of reinstatement cannot be granted. Reasonable compensation would be appropriate to meet the ends of justice. In my considered view, compensation Rs.40,000/- would be proper and reasonable. Accordingly I record my finding in Point No.2.

9. In the result, award is passed as under:-

- (1) The action of the management of Director (Maintenance), Western Telecom Region, Jabalpur in terminating the services of Shri Govind Prasad Patel S/o Shri Beni Prasad Patel w.e.f. 30-12-99 is not proper.
- (2) IInd party is directed to pay compensation Rs.40,000 within 30 days from the date of publication of award.

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

R. B. PATLE, Presiding Officer

नई दिल्ली, 13 अगस्त, 2014

का.आ. 2331.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्वारा असिस्टेंट जनरल मैनेजर, बी एस एन एल ऑफिस ऑफ प्रिन्सिपल जनरल मैनेजर, लखनऊ के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 28 of 2006) को प्रकाशित करती है जो केन्द्रीय सरकार को 08/08/2014 को प्राप्त हुआ था।

[सं. एल-40012/21/2006-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 13th August, 2014

S.O. 2331.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 28 of 2006) of the Central Government Industrial Tribunal-Cum-Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Assistant General Manager (Legal), BSNL, Office of Principal General Manager, Lucknow and their workmen, which was received by the Central Government on 8/8/2014.

[No. L-40012/21/2006-IR(DU)]

P. K. VENUGOPAL, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT : Dr. MANJU NIGAM, Presiding Officer

I.D. No. 28/2006

Ref. No. L-40012/21/2006-IR(DU) dated: 10.10.2006

BETWEEN

Shri Asha Ram S/o Shri Sukh Ram
R/o Village Mahooli, Post Samesi
Lucknow.

AND

The Asstt. General Manager (Legal)
BSNL
o/o Principal General Manager
Telecom Distt.
Lucknow.

AWARD

1. By order No. L-40012/21/2006-IR(DU) dated: 10.10.2006 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Shri Asha Ram S/o Shri Sukh Ram, R/o Village Mahooli, Post Samesi, Lucknow and the Asstt. General Manager (Legal), BSNL, o/o Principal General Manager, Telecom Distt., Lucknow for adjudication.

2. The reference under adjudication is:

“WHETHER THE ACTION OF MANAGEMENT OF PRINCIPAL GENERAL MANAGER, BHARAT SANCHAR NIGAM LTD., LUCKNOW IN TERMINATING THE SERVICES OF THEIR WORKMAN SHRI ASHARAM, W.E.F. 1/4/2005 IS LEGAL AND JUSTIFIED? IF NOT, TO WHAT RELIEF THE WORKMAN IS ENTITLED TO?”

3. The case of the workman, Asha Ram, in brief, is that he applied for recruitment of casual labour before Chief General Manager/Principal General Manager, BSNL, Lucknow in the year 1997 and accordingly was appointed as casual labour by the SDO, T.P. Nagar w.e.f. 01.01.1998 in the Ganga Sinchaipuram, Telebagh Exchange and worked as such up to 31.03.2005 continuously, without any break for more than 240 days in each calendar year. It has been submitted by the workman that he was neither given any appointment letter at the time of appointment nor at later stage; however, he performed the duties of lineman during his working tenure with the opposite party. It is also submitted by the workman that during his employment he was transferred to P.G.I. Exchange for some time and thereafter was transferred back to the initial place of his appointment where he worked up till his termination of the services. It has been stated that the BSNL Headquarters, in the year 2000/2001, directed all the regional offices to initiate process for regularization of all casual labour; and the Dy. General Manager vide their letter dated 28.05.2001 asked the regional units to provide the list of casual workmen so that their regularization could be done. It is alleged by the workman that the concerned SDO did not provide any information with ill intention, which was resulted into his non-regularization and when he demanded regularization under SC-ST category, the management terminated his services w.e.f. 01.04.2005 without complying with the provisions of Section 25 F of the Industrial Disputes Act, 1947. It is also stated that at the time of terminating his services there were many junior workmen in the department and after his termination the management engaged other workmen viz, Sudhir and Bahadur who are still working; and accordingly has violated the provisions of the I.D. Act, 1947. Therefore, the workman has prayed that his termination dated 01.04.2005 be declared illegal and he be reinstated with consequential benefits including continuity in service and full back wages.

4. The management of the BSNL has filed its written statement, denying the claim of the workman; wherein it was submitted that the workman never worked as a regular or casual labor with the opposite party; rather he was a contract labour and worked as such with the management. It is also submitted that no payment to the workman was made through ACG-17, instead payment was made by the contractor. It was also pleaded that the workman never worked for 240 days with the management and being an employee of the contractor his services were neither terminated nor retrenched by the management, therefore, he is not entitled for any relief claimed by him. As such, the statement is liable to be rejected being devoid of merit.

5. The workman has filed its rejoinder wherein apart from reiterating the averments already made in the statement of claim he has denied that he was a contract labour and stressed that he was appointed as casual worker by the management.

6. The workman has filed the photocopy of numerous documents in support of his claim; whereas the management has filed none. The workman has examined himself in evidence; but the management has not forwarded any evidence, in spite of ample opportunities being forward to it, and accordingly the case was fixed for arguments. The parties did not turn up for arguments for a long span of time nor moved any application. Therefore, the case was reserved for award keeping in view the reluctance of the parties and long pendency of the case.

7. I have gone through rival pleadings of the parties and scanned entire evidence available on record.

8. The workman has come up with a case that he was appointed as a casual worker by the opposite party on 01.01.1998 in the Ganga Sinchaipuram, Telebagh Exchange and worked as such up to 31.03.2005 continuously in different exchanges of the BSNL, without any break for more than 240 days in each calendar year. It is contended by the workman that his services have been terminated by the management without complying the mandatory provisions of Section 25 F of the Act.

9. In rebuttal the management has contended that the workman was never been appointed by it and seldom any payment was made to him by the management; rather he worked as a contract labour and payment were made to him by the contractor. It was also pleaded that the workman never worked for 240 days continuously in any calendar year and there was no termination/retranchment of the workman since the workman was a contract labour; and this does not violate any of the provisions of the Industrial Disputes Act, 1947.

10. The workman has filed number of photocopy of the documents, less any appointment letter or payment details received from the BSNL, as claimed by him in his statement of claim. It is also the case of the workman that his services have been terminated in utter violation of the provisions of Section 25 F of the Act. In *Surenderanagar Panchayat and another V. Jethabhai Pitamberbhai* 2005 (107) FLR 1145 (SC) Hon'ble Apex Court came to the conclusion that the workman could be entitled for the protection of section 25 -F of the Industrial Disputes Act, 1947 provided he is successful in establishing the fact that he had been in employment with the employer for a period of 240 days uninterruptedly. It was held by the Hon'ble Supreme Court that in such cases, the scope of the enquiry before the Labour Court was confined only to 12 months preceding the date of termination to decide the question of the continuous service for the purpose of Section 25-F of the Industrial Disputes Act, 1947. Further, Hon'ble Apex Court has observed as under:

“The claimant, apart his oral evidence has not produced any proof in the form of receipt of salary or wages for 240 days or record of his appointment

or engagement for that year to show that he has worked with the employer for 240 days to get the benefit under Section 25-F of the Industrial Disputes Act. It is now well settled that it is for the claimant to lead evidence to show that he in fact worked for 240 days in a year preceding his termination.”

11. Admittedly no appointment letter was issued; and also, there is no evidence of the workman that the SDO was competent to engage casual labour. He has not produced any voucher or any other documentary evidence to prove this fact that he was paid salary by the management and he actually worked for 240 days in a year preceding the date of termination i.e. 01.04.2005.

12. It is well settled that if a party challenges the legality of order the burden lies upon him to prove illegality of the order and if no evidence is produced, the party invoking jurisdiction of the court must fail. In the present case, burden was on the workman to set out the grounds to challenge the validity of the termination order and to prove that the termination order was illegal. It was the case of the workman that he had worked for more than 240 days in each calendar year. This claim has been denied by the management; therefore, it was for the workman to lead evidence to show that he had in fact worked for 240 days in the year preceding his alleged termination. In *Range Forest Officer vs S.T. Hadimani* (2002) 3 SCC 25 Hon'ble Apex Court has observed as under:

“It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days or order or record of appointment or engagement for that period was produced by the workman. On this ground alone, the award is liable to be set aside.”

13. In the present case the workman has stated that he has worked continuously for 240 days in a calendar year, but has not produced any documents in support of his oral evidence nor summoned the documents from the management. From the photocopy of the documents filed by the workman it cannot be inferred that the workman worked for 240 days in 12 months preceding the date of his alleged termination i.e. 01.04.2004 to 31.03.2005; and he received payment for the same from the management of BSNL. However, if for the argument's sake, the photocopies filed by the workman are taken to be true then it comes out that the workman worked with the management of BSNL in the year 99 to 2002, paper No. 16/8 to 16/15. Thus, the workman has utterly failed to discharge the burden that lied upon him and has failed to

substantiate his pleading by cogent documentary evidence that he was actually in the services of the management of BSNL and he worked for 240 days during period 01.04.2004 to 31.03.2005 i.e. last one year preceding the date of his termination; and his services were terminated in violation of Section 25 of the I.D. Act, 2005, without giving him any notice or notice pay in lieu thereof or any retrenchment compensation.

14. Mere pleadings are no substitute for proof. Initial burden of establishing the fact of continuous work for 240 days in a year is on the workman but he has failed to discharge the same. There is no reliable material for recording findings that the workman had worked more than 240 days in the preceding year from the date of his alleged termination and the alleged unjust or illegal order of termination was passed by the management.

15. Accordingly, the reference is adjudicated against the workman, Asha Ram and he is not entitled to any relief.

16. Award as above.

Dr. MANJU NIGAM, Presiding Officer

LUCKNOW

04th August, 2014

नई दिल्ली, 13 अगस्त, 2014

का.आ. 2332.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्वारा अफसर इन चार्ज मिलिट्री डेरी फार्म के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय जबलपुर के पंचाट (संदर्भ संख्या CGIT/LC/R/30/05) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08/08/2014 को प्राप्त हुआ था।

[सं. एल-14012/03/1996-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 13th August, 2014

S.O. 2332.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. CGIT/LC/R/30/05) of the Central Government Industrial Tribunal-Cum Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Officer-in-Charge, Military Dairy Farm and their workman, which was received by the Central Government on 8/8/2014.

[No. L-14012/03/1996-IR(DU)]

P. K. VENUGOPAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/30/05

PRESIDING OFFICER : SHRI R.B.PATLE

Shri Soni Choudhary,
S/o Shri Buddhu Choudhary,
R/o Bhongawar
Near Bajranjibali Temple,
Jabalpur

.....Workman

Versus

Officer-In-charge,
Military Dairy Farm,
Mandla road,
Jabalpur

Dy. Director,
Military Farm,
Head Quarter Central Command,
Lucknow

.....Management

AWARD

Passed on this 3rd day of July 2014

1. As per letter dated 27-4-05 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No.L-14012/03/1996-IR(DU). The dispute under reference relates to:

“Whether the action of the management of Officer-In-charge, Military Dairy Farm, Mandla road, Jabalpur in terminating the services of Shri Soni Choudhary S/o Shri Buddhu Choudhary w.e.f. 2-12-94 is legal and justified? If not, to what relief the workman is entitled?”

2. After receiving reference, notices were issued to the parties. Workman submitted statement of claim at Page 11/1 to 11/4. Case of Ist party workman is that he was initially employed in the post of mason helper in Military Dairy Farm situated at Mandla Road, Jabalpur i.e. IInd party. He was appointed on 23-4-98. He was continuously working till 2-12-94 without any break. His services were terminated on 3-12-94(wrongly typed as 1984). That he had completed 240 days continuous service in each of the year. His services are terminated without notice, he was not paid retrenchment compensation. Termination of his service is in violation of Section 25-F of I.D. Act. On such ground, workman prays for his reinstatement with back wages.

3. Initially workman was proceeded exparte. Management filed Written Statement at Page 8/1 to 8/6. IInd party submitted that it is not covered as an Industry

under Section 2(j) of I.D. Act. The reference is not tenable. Provisions of I.D. Act are not applicable to sovereign functions of State. That there is recruitment policy for regular/temporary post. Workman was not sponsored through Employment Exchange. He was not selected by any selection post. Workman was engaged when temporary work was available as per exigencies. Workman had not completed 240 days continuous service. Casual employee cannot be considered for employment as it will be violative of Articles 14,16 of the Constitution. IInd party has referred to ratio held in different cases by High Courts, Supreme Courts. Workman was not employed by management. If there is no post of mason in Military Dairy Farm, workman was engaged as helper to mason by one Narayan. Workman was paid wages by said mason. IInd party has further pleaded that headquarter has issued circular dated 30-5-96. Directions were issued for regularization of casual/temporary workers who had been engaged after 7-6-88. Workman was engaged as casual/temporary employee after 7-6-88. Claim of workman cannot be allowed.

4. After statement of claim filed by workman, Additional Written Statement is filed by IInd party reiterating most of its contentions in earlier Written Statement. Ex-parte order was called back on 21-8-07. Workman did not pay cost of Rs.100 imposed against him. Workman was intermittently engaged for few days. His discontinuation is not violative of Section 25-F of I.D. Act. On such contentions, IInd party prays for rejection of claim.

5. Workman filed rejoinder reiterating its contentions in statement of claim.

6. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

- | | |
|--|---|
| (i) "Whether establishment of IInd party is covered as Industry ? | In Affirmative |
| (ii) Whether the action of the management of Officer-In-charge, Military Dairy Farm, Mandla road, Jabalpur in terminating the services of Shri Soni Choudhary S/o Shri Buddhu Choudhary w.e.f. 2-12-94 is legal and justified? | In Affirmative |
| (iii) If not, what relief the workman is entitled to?" | Workman is not entitled to relief claimed by him. |

REASONS

7. Workman is challenging termination of his services for violation of Section 25-F of I.D. Act. IInd party has denied contentions of workman completing 240 days service. Workman filed affidavit of his evidence. Workman

has stated that he was appointed as helper mason in Military Dairy Farm on 23-4-88. He was continuously working till 2-12-94. The services were terminated from 3-12-94 without notice. He had completed 240 days continuous service. He was not paid retrenchment compensation. In his cross-examination, workman says appointment letter was not given to him. Dairy Farm is managed by Army for supply meal to the Jawans. He was paid wages on monthly basis. He was engaged by Shri K.B.Singh on daily wages. He was paid wages for actual working days. Narayan was working as Mason. He was engaged as his helper. Helper was appointed to the person who was liked by Shri Narayan. His father was working in Dairy Farm. He was working as Assistant to Narayan. He was collecting cow dung, bathing cows etc. The post was not advertised. His name was not sponsored through Employment Exchange.

8. Management's witness Shri M.P.Konhar filed affidavit of his evidence that witness has stated that provisions of I.D. Act are not applicable to dairy farm run by military. Dairy Farm is commanded by Farm Officer of the Indian Army who is designed as Officer incharge of the establishment of Defence Forces to defend the territories of the country from external aggregation. Witness of management has further stated that workman has not completed 240 days continuous service. Workman was engaged as helper of mason Narayan. In his cross-examination, management's witness says during 1980 to 1997, he was at Dehradun Headquarter. He was working at Jabalpur. The post of Mason helper is not covered in any category. The employee of said category is engaged for petty work. It is denied that workman worked continuously from 23-4-88 to 2-12-94. IInd party management has produced copies of muster roll Exhibit M-6,7. Learned Counsel for IInd party submits that workman was orally engaged for 8 days in August 1994, 16 days in September 1994. The evidence of management's witness in Para-10 on above point remained unchallenged. Workman has not produced any documents to support his contention that he worked continuously from 1988 to 1994. The uncorroborated evidence of workman cannot be accepted.

9. So far as dispute whether establishment of IInd party is covered as an Industry under Section 2(j) of I.D. Act is considered, the evidence of both parties shows that workman was engaged as helper of mason, that he was collecting cow dung, bathing cows. Management's witness has not given details of the activities carried in the Dairy Farm. However from nomenclature of Dairy Farm, it is clear that work of defending territories of the country from external aggregation is not done by the Dairy Farm. Though Dairy Farm is controlled by Military Authorities, work carried by Military Farm cannot be considered as sovereign functions. The evidence on record is not sufficient to hold that establishment of IInd party is not

covered as industry under section 2(j) of I.D. Act. Therefore I record my finding in Point No.1 in Affirmative.

10. IInd party has produced document Exhibits M-1 to M-5. Circular issued time to time prohibiting engagement of casual employees and the circulars for regularization of casual employees. However the terms of reference does not cover the regularization of service of workman. Therefore I am not inclined to discuss those documents in detail. For the reasons discussed above, the award is passed as under:-

- (1) The action of the management of Officer-In-charge, Military Dairy Farm, Mandla road, Jabalpur in terminating the services of Shri Soni Choudhary S/o Shri Buddhu Choudhary w.e.f. 2-12-94 is legal and proper.
- (2) Workman is not entitled to relief claimed by him.

R. B. PATLE, Presiding Officer

नई दिल्ली, 13 अगस्त, 2014

का.आ. 2333.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्द्वारा असिस्टेंट इंजीनियर, टेलीकॉम (रेलवे इलेक्ट्रिकेशन प्रोजेक्ट), बी एस एस एल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या CGIT/LC/R/43/05) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08/08/2014 को प्राप्त हुआ था।

[सं. एल-40012/235/1994-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 13th August, 2014

S.O. 2333.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. CGIT/LC/R/43/05) of the Central Government Industrial Tribunal Cum Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Assistant Engineer, Telecom (Railway Electrification Project), BSNL and their workman, which was received by the Central Government on 8/8/2014.

[No. L-40012/235/1994-IR(DU)]

P. K. VENUGOPAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/43/05

PRESIDING OFFICER : SHRI R. B. PATLE

Shri Vinod Gadekar Jain

S/o Shri Suryabhanji Gadekar Jain,

R/o Ganesh Ward,

Near Jain Mandir,

Pandhurna,

Distt. Chhindwara (MP)

... Workman

Versus

Assistant Engineer,

Telecom (Railway Electrification project),

BSNL, Pandhurna,

Distt. Chhindwara (MP)

... Management

AWARD

Passed on this 25th day of July 2014

1. As per letter dated 25-5-05 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No.L-40012/235/1994-IR(DU). The dispute under reference relates to:

“Whether the action of the management of Assistant Engineer, Telecom Railway Electrification Project, BSNL Pandhurna, Distt. Chhindwara (MP) in terminating the services of Shri Vinod Gadekar Jain w.e.f. 30-5-89 is just and legal? If not, to what relief the workman is entitled?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Pages 2/1 to 2/5. Case of workman is that he was initially appointed as casual labour on 11-11-1986 by Asstt. Engineer Telecom Project, BSNL Pandhurna. Thereafter workman had worked at various places such as pandhurna, Wadegaon, Marood, Tigaon, Pankha and others. That he was working uninterruptedly till 31-5-89. His services were orally terminated. He was not served with notice for retrenchment. He was not paid retrenchment compensation. Any reasons were not assigned for his termination. Workman submits that he completed 240 days continuous service during each of the year. His services are terminated in violation of Section 25-F, H of I.D. Act. He claims to be unemployed and unable to maintain his family members. On such ground, workman is praying for reinstatement with back wages.

3. IInd party filed Written statement at pages 9/1 to 9/3. IInd party submits that the dispute is raised belatedly without reasons. Therefore the reference deserves to be dismissed on ground of delay. IInd party admits that workman was engaged by Asstt. Engineer, (RE Project), Pandhurna, Distt. Chhindwara. IInd party denies that workman was continuously working without break. It is denied that workman completed 240 days continuous service during each of the year. IInd party has shown

working days of workman November 86 to October 87- 362 days. November 87 to December 87- absent without intimation. Jan-88 to Aug-88 162 days, sept.88 to Oct-88 absent without intimation. November 88 to May 89 – 89 days. That IInd party is reiterating that workman had not referred 240 days uninterrupted service during 12 preceding months before his termination. That management had complied provisions of I.D. Act. Workman was not retrenched therefore there was no question of compliance of Section 25-F of I.D. Act. Workman had left job of his own. On such ground, IInd party prays for rejection of claim.

4. Workman filed rejoinder at Pages 11/1 to 11/2 reiterating his contentions in statement of claim.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

- | | |
|--|---------------------|
| (i) “Whether the action of the management of Assistant Engineer, Telecom Railway Electrification Project, BSNL Pandhurna, Distt. Chhindwara (MP) in terminating the services of Shri Vinod Gadekar Jain w.e.f. 30-5-89 is just and legal?” | In Negative |
| (ii) If not, what relief the workman is entitled to?” | As per final order. |

REASONS

6. Workman is challenging termination of his service for violation of Section 25-F, H of I.D. Act. IInd party denies termination of workman rather it is contention of IInd party that workman himself left job and he was not rejected by IInd party. Workman filed affidavit of his evidence. Workman has stated that he was initially engaged on daily wages on 1-11-1986. He was Asstt. Engineer , Telecom Project Pandhurna. Thereafter he was working at different places under different supervisors. He completed 240 days service during each of the year. He was terminated without notice. From evidence of workman, documents Exhibit W-4 is proved. IInd party has admitted certain documents. Exhibits W-1, W-2 is copy of personal record of workman. Exhibit W-3 is character certificate issued by Jr. Telecom Officer. Character is reported good. Exhibit W-4 is card issued in name of workman. Card bears endorsement/ entries about working of workman at different places. The working days are also shown. As per pleadings of workman, his services are terminated from 30-5-89. If working days are carefully considered for the period May -88 to May 89, 196 working days are found.

7. Learned counsel for workman Shri N.Salunke relies on ratio held in case of workmen of American Express International Banking Corporation versus management of

American Express International Banking Corporation reported in AIR 1986 SC-458. Their Lordship held Sundays and other paid holidays can be taken into account while considering the continuous service. Under Section 25 B of I.D. Act, paid holidays and Sundays are required to be counted while considering continuous service of the employee. If 52 Sundays and holidays are taken into account, working days of workman comes more than 240 days. The evidence of workman is corroborated by Document Exhibit W-4. Workman in his evidence in cross-examination says appointment letter was not given to him. He was engaged on daily wages. After completion of project work, the service used to come to end. He denies that he remained absent without intimating IInd party. He denies that he not completed 240 days continuous service during preceding 12 months. His evidence on substantial points is not shattered in cross-examination.

8. Management filed affidavit of its witness Shri D.S.Thakur. management witness has stated that workman was absent without intimation during November 87 to December 87. During Jan-88 to Aug-88, workman had worked for 162 days. From Sept.88 to Oct-88 workman absent without intimation. From November 88 to May 89 workman worked only for 144 days. Workman had not completed 240 days continuous service. Management’s witness in his cross-examination says his affidavit is filed on the basis of record. Management not produced documents about working days of workman despite application for production of document is filed by workman. The evidence of workman is corroborated by documents whereas unchallenged evidence of management’s witness Could hardly be relied without documents produced on record. The services of workman are terminated without notice in violation of Section 25-F of I.D. Act. Therefore, I record my finding in Point No.1 in Negative.

9. Point No.2- In view of my finding in Point No.1, termination of services of workman is legal, question arises whether the workman is entitled for reinstatement with back wages. Counsel for workman Shri N.K.Salunke on the point relies on ratio held in

Case of Ashok Kumar Sharma versus Oberoi flight Services reported in 2010 (1) SSC 142. Their Lordship considering workman admitted guilt in writing and so dismissed from service directed workman to be paid compensation Rs. 60,000 instead of reinstatement.

Ratio held in the case does not support claim of reinstatement for workman.

Next reliance is placed in case of Asstt. Engineer, Rajasthan Development Corporation and another versus Gitam Singh reported in 2013 (2) SSC (L&S) 369. Their Lordship dealing with wrongful termination of daily rated

worker whether relief of compensation and not reinstatement be granted. Their Lordship held distinction should be drawn between daily rated workman and workman holding regular post and compensation Rs.50,000 was allowed to meet the ends of justice.

Reliance is also placed in ratio held in case of Secretary State of Karnataka versus Umadevi reported in 2006(4) SCC-1. Their Lordship in Para 46, 47 of the judgment held dealing with public employment, temporary, contractual, casual, daily wage or adhoc employees appointed dehors the constitutional scheme of public employment on the basis of such work.

The ratio held in the case doesnot support claim for reinstatement of Ist party workman. Therefore reasonable compensation would meet the ends of justice. Considering working period of 3 years, compensation Rs.60,000 appears reasonable. Accordingly, I record my finding in Point No. 2.

10. In the result, award is passed as under:-

- (1) The action of the management of Assistant Engineer, Telecom Railway Electrification Project, BSNL Pandhurna, Distt. Chhindwara (MP) in terminating the services of Shri Vinod Gadekar Jain w.e.f. 30-5-89 is not legal and proper.
- (2) IInd party is directed to pay compensation Rs. 60,000 to the workman.

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

R. B. PATLE, Presiding Officer

नई दिल्ली, 13 अगस्त, 2014

का.आ. 2334.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्द्वारा पुरस्कार प्रकाशित करता है (संदर्भ संख्या 86/2013) चीफ एग्जीक्यूटिव अफसर, इफको किसान संचार लिमिटेड के प्रबंधन के संबंध में और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 86/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 08/08/2014 को प्राप्त हुआ था।

[सं. एल-42012/77/2013-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 13th August, 2014

S.O. 2334.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (I.D. No. 86/2013) of the Central Government Industrial Tribunal Cum Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Chief Executive Officer, IFFCO Kisan Sanchar Limited and their workman, which was received by the Central Government on 8/8/2014.

[No. L-42012/77/2013-IR(DU)]

P. K. VENUGOPAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 30th July, 2014

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 86/2013

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of IFFCO Kisan Sanchar Ltd. and their workman)

BETWEEN

Sri T. Gnanasekaran : 1st Party/
Petitioner

AND

The Chief Executive Officer : 2nd Party/
IFFCO Kisan Sanchar Limited Respondent
IFFCO House, 1st and 2nd Floors
Nehru Place, New Delhi-110019

Appearances :

For the 1st Party/ : M/s C. Venkatesan & Vinod Kumar,
Petitioner Advocates

For the 2nd Party/ : M/s A. Ilango & K. Sankaran,
Respondent Advocates

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-42012/77/2013-IR(DU) dated 19.09.2013 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of the IFFCO Ltd. in terminating the services of Sri T. Gnanasekaran, Territory Coordinator from the services without an enquiry is legal and justified? If not, to what relief the concerned workman is entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 86/2013 and issued notice to both sides. Both parties appeared through counsels and filed their claim and counter statement respectively.

3. The Respondent has raised objection regarding the maintainability of the case and has argued on the issue.

4. It has been pointed out that the Respondent is not an institution for which the Central Government is the appropriate Government, only in which case this Tribunal can adjudicate the matter.

5. The document produced by the Respondent shows that it is a private limited company incorporated under the Companies Act. The Articles of Association and Memorandum of Association of the Respondent are also produced. These definitely show that the Central Government is not the appropriate Government in respect of the Respondent. So this Tribunal has no jurisdiction to deal with the matter. The reference is closed as not maintainable. Award is passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 30th July, 2014)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner : None

For the 2nd Party/Management : None

Documents Marked :

On the petitioner and Management's side - Nil

नई दिल्ली, 13 अगस्त, 2014

का.आ. 2335.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्द्वारा जनरल मैनेजर टेलीकॉम (जी एम टी डी) बी एस एन एल एण्ड आर्थर्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 270/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 08/08/2014 को प्राप्त हुआ था।

[सं. एल-40012/124/2013-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 13th August, 2014

S.O. 2335.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 270 of 2013) of the Central Government Industrial Tribunal-cum-

Labour Court-1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the General Manager, Telecom (GMTD) BSNL & Others and their workman, which was received by the Central Government on 8/8/2014.

[No. L-40012/124/2013-IR(DU)]

P. K. VENUGOPAL, Section Officer

ANNEXURE

**BEFORE SHRI SURENDRA PRAKASH SINGH,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH**

Case No. ID 270 of 2013

Reference No. L-40012/124/2013/IR(DU) dated 18.03.2014

Shri Dharam Pal

son of Shri Hari Ram

and five others Ex-workman,

Village Khandroli,

PO Gumthala Rao,

Yamunanagar Haryana.

.....Workman

Versus

1. The General Manager,
Telecom (GMTD) BSNL,
SSA Ambala, Nepier Raod,
Ambala Cantt. (Haryana).

2. M/S Vichitra Constructions Pvt. Ltd.
Regd. Office- A1/31, Janakpuri,
New Delhi-110058.

.....Respondents

Appearances :

For the Workman : None.

For the Management : Sh. Balwinder Singh and
Shri Rakesh Gupta.

AWARD

Passed On : 5.8.2014

Government of India Ministry of Labour vide notification No. L-40012/124/2013/IR (DU) dated 18.03.2014 has referred the following dispute to this Tribunal for adjudication:

Term of Reference:

“Whether the action of the management of General Manager, Telecom (GMTD) BSNL, SSA Ambala and their contractor M/S Vichitra Constructions Pvt. Ltd. New Delhi over the matter of alleged illegal termination of Shri Hari Ram and five others services are legal and justified. If not what relief the workman is entitled to?”

2. Case repeated called. Despite repeated opportunities, none appeared for the workman nor has any claim statement been filed. The notice was issued to the workman on the address provided by the Ministry of Labour mentioned in the reference. Representatives of the respondents are present. It appears that the workman is not interested to pursue the present reference. In view of the above the present reference is disposed off and answered against the workman as no claim has been lodged on behalf of the workman.

3. Reference is answered accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

S. P. SINGH, Presiding Officer

Chandigarh
5.8.2014

नई दिल्ली, 13 अगस्त, 2014

का.आ. 2336.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्वारा पुरस्कार प्रकाशित करता है (संदर्भ संख्या 273/2013) जनरल मैनेजर एण्ड आथर्स, भारत इलेक्ट्रॉनिक्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 273/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 08/08/2014 को प्राप्त हुआ था।

[सं. एल-14012/42/2013-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 13th August, 2014

S.O. 2336.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 273 of 2013) of the Central Government Industrial Tribunal-cum-Labour Court-1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the General Manager & Others, Bharat Electronics Limited and their workman, which was received by the Central Government on 8/8/2014.

[No. L-14012/42/2013-IR(DU)]

P. K. VENUGOPAL, Section Officer

ANNEXURE

**BEFORE SHRI SURENDRA PRAKASH SINGH,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH.**

Case No. ID No. 273 of 2013.

Reference No. L-14012/42/2013 (IR(DU)) dated 27.02.2014

Shri Sahdev S/o Shri Ved,
R/o H. No. 946,
Indira Colony,
Sector-17, Panchkula
(Haryana)

.....Workman

Versus

1. The General Manager,
M/s Bharat Electronics Limited,
405, Industrial Area,
Phase-III, Panchkula (Haryana)

2. The Chief Managing Director,
M/s Bharat Electronics Limited,
Head Office, Outer Ring Road,
Bangalore.

.....Respondents

Appearances

For the Workman : None

For the Management : Sh. N.K.Zakhmi

AWARD

Passed On : 06.08.2014

Government of India Ministry of Labour vide notification No.L-14012/42/2013/IR (DU) dated 27.02.2014 has referred the following dispute to this Tribunal for adjudication:

Term of Reference:

“Whether relationship of employer and employee exists between Sh. Sehdev S/o Sh.Ved and Bharat Electronics Ltd. Panchkula? If yes, whether action of the Bharat Electronics Ltd. Panchkula in terminating the services of Sh.Sahdev w.e.f. 1.4.2013 is legally just and valid? If not, then to what relief the workman is entitled to and from which date?”

2. Case repeatedly called. None appeared for the workman nor any claim statement has been filed. As per record already two opportunities have been allowed to file claim statement. None appeared on behalf of the workman despite notice. It appears that the workman is not interested to pursue the present reference. In view of the above the present reference is disposed off for want of prosecution.

3. Reference is disposed off accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

S. P. SINGH, Presiding Officer

Chandigarh
6.8.2014

नई दिल्ली, 14 अगस्त, 2014

का.आ. 2337.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत संचार निगम लिमिटेड, डाल्टेनगंज के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, धनबाद के पंचाट (संदर्भ संख्या 47/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 08/08/2014 को प्राप्त हुआ था।

[सं. एल-40011/27/2007-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 14th August, 2014

S.O. 2337.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 47 of 2007) of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Bharat Sanchar Nigam Ltd., Daltengunj and their workman, which was received by the Central Government on 8/8/2014.

[No. L-40011/27/2007-IR(DU)]

P. K. VENUGOPAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1) DHANBAD

IN THE MATTER OF A REFERENCE U/S 10(1) (D) (2A)
OF I.D. ACT, 1947.

Ref. No. 47 of 2007

Employers in relation to the management of
Bharat Sanchar Nigam Ltd, Daltengunj

AND

Their workmen

Present : Sri Ranjan Kumar Saran, Presiding officer

Appearances:

For the Employers : Sri S.K.P.Sinha, Advocate

For the workman : Sri D.Mukherjee, Advocate

State : Jharkhand

Industry : Telcom

Dated 4/7/2014

AWARD

By Order No.L-40011/27/2007-IR -(DU), dated 20/09/2007, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of Dainik Bhogi Mazdoor Sangh for regularization of services of Shri Sanjeev Kumar and 109 other workmen, as per Annexure, by the management of BSNL, Ranchi and Daltenganj is legal and justified? If Yes, to what relief the workmen are entitled to and from which date(s) ?”

2. The case is received from the Ministry of Labour on 11.10.2007. After receipt of the reference, both parties are noticed. The sponsoring Union/workman files their written statement on 19.12.2007. Thereafter the management files their written statement-cum-rejoinder on 12.09.2008. Rejoinder and document also filed by both side.

3. The management examined two witness and marked document as M-1 to M-10 but the workman examined one witness and marked one document as W-1 series.

4. The short point that involved in this case that the workmen concerned, who were admittedly rendering services through petty contractors to be regularised in their respective trade or not.

5. The management submitted that there is ban to engage contract labourers and accordingly they are retrained from engaging them, On the other breath it has been pleaded and proved that the BSNL is taking contract workers from petty contractors. It has also been stated by witness of BSNL that, he can not file petty contractor certificate, of contractors from whom it is bringing labourer.

6. On the other hand, the union submitted that they are continuously rendering service to BSNL. They were getting less wage then that of regular employees for which, the labour enforce inspector, inspected and submitted report.

7. The case was stated before RLC (C) who directed BSNL to deposit differential wage before him. Against that order a writ was taken by BSNL to High Court single bench, and that was dismissed. Against that order LPA was taken to division bench of that court that was also dismissed.

8. The point before this Tribunal is the pay of the labourer is protected but the question is whether they will be regularized or not. The fact is that the Central Government has not declared, the work, which is performed by the workmen is prohibitory category or not. In the absence of that the workman can not be regularized at once.

9. Considering the facts and circumstance of this case, It is ordered, not to remove labourer who are before this Tribunal supplied by contractors. The BSNL authority is further asked to take at least 20 to 25 persons from the workmen in employment according to seniority in a year and regularized them accordingly within a stipulated period i.e within 5 years. Moreover under no circumstance they be removed from service.

This is my award.

R. K. SARAN, Presiding officer

BHARAT SANCHAR NIGAM LIMITED**PALMU, DALTENGANJ**

Sl. No.	Name of worker	Fathers Name	Permanent Address	Temporary Address	Date from work begins	Description of work	Work place	Work Supervisory Officer
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	Sudama Pal	Late Prasad Pal	Vill- Rajhara, PO- Dhanjai PS- Lesligunj, Dist- Palamu, Jharkhand	Vill—Kauriya, PO Sua, PS- Daltengunj	1.12.1984	Line man	Pol	S.D.E. Group
2.	Santosh Prasad	Ramdhani Saw	Village- Manjhaudi, PO- Panki, PS- Panki, Dist- Palamu		2000	Line Man	Panki	S.D.E. Group Barwadih
3.	Rajendra Pal	Sri Rajeshwar Pal	Vill- Kouriya, PO- Sua, PS- Daltengunj, Palamu,		1998	Line man	Satbarwa	S.D.E. Group Barwadih
4.	Mandev Oraon	Sri Daroga Oraon	Vill- Ukar PO- Sua, PS- Daltengunj, Palamu.	Vill- Matikhat, PO-Kumardih, PS- Marika	2001	Line man	Belta	S.D.E. group Barwadih
5.	Ram Chandra Ram	Shiv Ram	Vill- Rengri , PO+P.S Lesligunj, Palamu,		1998	line man	Lesligunj	S.D.E. group Barwadih
6.	Surendra Uraon	Sri Bandeshwar Oraon	Vill- Chukru Post-Sua, Daltenganj, Palamu.	-do-	2006	Helper Cable Jointer	Daltengunj	S.D.E. group Barwadih
7.	Upendra Giri	Ghura Giri	Vill Pachmo, Post- Sangbar, Lesliganj, Palamu.	-do-	2002	Line Man	Lesliganj	S.D.E. group Barwadih
8.	Banarsi Ram	Ganesh Ram	Vill-Pathrahi, Post-Lesliganj, Palamu	-do-	2003	Helper	Lesliganj	S.D.E. group Barwadih
9.	Dinesh Ram	Sri Ram Nath Ram	Vill- Kouriya PO- Sua, PS- Daltenganj, Palamu,		1999	Line man	Daltenganj	S.D.E.(P)
10.	Raghubir Ram	Sri Lalji Ram	Vill- Koriya Post- Sua, PS- Daltenganj, Palamu.		1996	Lineman	Daltenganj	-do-
11.	Rajdeep Ram	Sri Ramlal Ram	-do-		1999	Line man	Daltenganj	-do-
12.	Mahendra Ram	Sri Lalji Ram	-do-	-do-	1999	Line man	-do-	S.D.E. Phones
13.	Ajay Paswan	Sri Shiv Shankar Manjhi	Vill.+Post-Rajwadih, PS- Daltenganj, Palamu	-do-	2002	Line man	Daltenganj	S.D.E. Phones
14.	Ashok Ram	Sudeshwar Ram	Vill- Koriya Post- Sua PS-Daltengunj, Palamu.	-do-	1/2003	Line man	-do-	-do-

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
15.	Arvind Singh	Nandu Singh	Vill- Ratan Bigha, Haidar Nagar,	Haidar Nagar	1.4.2001	Line Man	Haidar Nagar,	S.D.E.T. Daltengunj
16.	Vibhash Vishwas	Gopal Vishwash	Vil- Sabdalpur, Araghat, West Bengal	-	2000	Line Man	Japla	do
17.	Tonu Ram	Sanatan Dom	Daltenganj		2/3 1985	Sweeper	Daltengunj	-do-
18.	Ajay Mehta,	Kameshwar Mehta	Mohmmadgunj, Palamu		2002	Line Man	Mohamad gunj	S.D.E.T.
19.	Ajay kumar Mahto	Sri Ram Chandra Mahto	Vill- Koriya , Teliabandh, P.O Sua, PS- Daltengunj, Palamu.	Vill- Koriya, Teliabandh, P.O Sua , PS- Daltengunj, Palamu.	January 2000	Line Man	Chainpur	S.D.E.(G) Barwadih.
20.	Sunil Kumar	Sri Ganesh Ram	Vill- New Area Kandakhor Daltengunj, Palamu	Vill- New Area Kandakhor Daltengunj, Palamu	2002	Line Man	Chainpur	S.D.E.G. Barwadih.
21.	Arvind Ram	Sri Lala Ram	Vill+ PO- Kankari, P.S-Chainpur, Palamu	Vill+PO- Kankari, PS-Chainpur, Palamu	Feb/ 2002	Cable Jointer helper	SDEG Barwadih.	Barwadih,
22.	Rambaneshwar Singh	Sri Nanku Singh	Vill- Ausana, Tola- Chholani, PS- Chando, Chainpur, Palamu	Vill- Ausana, Tola-Chholani, PS- Chando, Chainpur, Palamu	2000	Line Man	Bhandar (Exchange)	S.D.E.T.
23.	Triloki Ram	Bahadoor Ram	Vill- Basdih, PO- Basdih, PS- Lesligunj, Dist- Palamu,	Vill- Basdih, PO- Basdih, PS- Lesligunj, Dist- Palamu,	1998	Cable Jointer	Satbarwa	S.D.E.G. Barwadih.
24.	Bhola Prasad	Sri Krishna Mehta	Vill- Shila Pat, PO- Mahmood Gunj, Palamu		28/7/02	Cable Jointer	D/Gunj.	S.D.E.T. Barwadih.
25.	Kameshwar Ram	Sri Somaru Ram	Village- Awsane Post- Chando, Thana- Chainpur, Palamu		1999	Cable Jointer	Darwadih,	S.D.E.T.
26.	Banarsi, Ram	Santokhi Ram	-do-		1996	Cable Jointer+ Line man	Narshingpur Pathra Exchange	S.D.E.G.
27.	Ram Asharay	Sri Chattu Ram	Vill- Uchari, Post- Garhwa, PS+Dist- Garwah	Vill- Uchari, Post- Garhwa, PS+Dist-Garwah	Jan. 2001	Line Man	-do-	S.D.E.G.
28.	Umesh Ram	Sri Janglu Ram	Vill- Awsani, Post- Chando, Thana Chainpur, Palamu	Vill-Awsani, Post- Chando, Thana Chainpur, Palamu	Feb/ 1995	Cable Jointer	Telegraph Section	S.D.E.G.
29.	Krishnandan Sharma	Late Godani Sharma	Vill-Redma, Town No. 2, Daltengunj, Dist-Palamu	Vill- Redma, Town No. 2, Thana- Daltengunj,	Dec. 1998	Cable jointer	S.D.E Phones	Daltengunj
30.	Binod Singh	Lt. Hareshwar Singh,	Vill+PO- Sua, PS- Daltengunj, Palamu	Vill+PO-Sua, PS- Daltengunj, Palamu		Cable jointer	SDE Phones	-do-
31.	Ashok Ram	Sidheshwar Mochi	Vill- Koriya Post- Sua, PS- Daltengunj, Palamu.	Vill- Koriya Post- Sua, PS- Daltengunj, Palamu.	15.2.03	Line Man	-do-	-do-

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
32.	Subhash Singh,	Radhika Singh,	Vill-Kichaki, PS-Barwadih Dist-Latehar	Vill- Kichaki, PS-Barwadih Dist-Latehar	1996	Cable Jointer		S. D.E. Phones
33.	Ashok Baitha	Ramlal Baitha	Vill-Kitasoti Khurd, PS- + Dist-Garwa	Vill-Kitasoti Khurd, PS- + Dist-Garwa.	2003	Cable Jointer helper		S.DE.(P) Daltengunj
34.	Binod Ram	Hari Ram	Vill-Post Rajwadih, Dist- Palamu	Vill-Murma khurd, PO- Idra, PS- Bishrampur	1999	Cable Jointer		S.D.E. Phones
35.	Sarju Ram	Nathuni Ram	-do-	Vill+Po-Rajwadih, Dist- Palamu,	2002	Helper	Daltengunj	S.D.E Phones
36.	Arjun Ram	Nathuni Ram	-do-	-do-	2000	Cable Jointer	Daltanjgunj	S.D.E. Phones
37.	Upendra Ram	Nagdish Ram	Vill-Bhimgarha PO-Chainki, PS- Daltenganj, Palamu.	Vill-Bhimgarha PO-Chainki, PS- Daltenganj, Palamu.	2002	Helper jointer	S.D.ET	Telegraph
38.	Kedar Baitha	Laxman Baitha	Vill- Kariya Post- Sua, PS- Daltenganj, Palamu	Vill- Kariya Post- Sua, PS- Daltenganj, Palamu	1998	Cable Jointer	S.D.E. Phones.	Daltenganj
39.	Dhan Lal	Ltd. Ramjit Singh	Vill- Inrukhi PO- Sewtha, PS- Sahar, Dist-Arra, Bihar.	Bijay Mehata Aaghore Aashram Road Sudna	5/7/98	Cable Jointer	S.D.E. Phones	-do-
40.	Sanjay Kumar Singh	Sri Wakil Singh	Vill- Muren, Post- Barhi, Thana- Jagdishpur, Aarha,Bihar.	-do-	5/42009	-do-	S.D.E. Phones	-do-
41.	Kamlesh Kr. Singh	Sri Laxman Singh	Vill- Jumraji Tola, PO Baulipur, PS- Jagdishpur, Arha, Bihar.	Telephone Colony Motihari Police Line A/7	2/3/01	Cable Jointer	S.D.E. Phones	-do-
42.	Binay Kumar Baitha	Sri Kedar Baitha.	Vill- Kouriya, PO-Sua, PS- Daltenganj, Palamu.	Vill- Kouriya, PO-Sua, PS-Daltenganj, Palamu.	5/4/03	Cable Jointer	S.D.E. Phones	-do-
43.	Abhay Kumar Niranjan	Late Bhikhu Ram	Vill- Bakoia, Post Palpol, PS- Daltenganj, Dist-Palamu	Vill- Bakoia, Post Palpol, PS- Daltenganj, Dist-Palamu	25.1.99	Cable Jointer	S.D.E. Phones.	-do-
44.	Radha Krishana Mahto	Sri Kuldip Mahto	Vill-+P.O Garikhas, PS- Patan, Dist- Palamu	Vill-+P.O Garikhas, PS- Patan, Dist- Palamu	2.8.02	Cable Jointer	Daltanganj	S.D.E Phones
45.	Tepeshwar Manjhi	Lt. Bhublal Manjhi	Vill+Post- Rajwadih, PS- Daltenganj, Dist Palamu	Vill+Post- Rajwadih, PS- Daltenganj, Dist- Palamu	5.10.03	Cable Jointer	-do-	-do-
46.	August Kumar	Ram Ch. Ram	-do-	-do-	2.2.2002	Cable Jointer	-do-	-do-
47.	Vijay Kumar	Ram Chhotan Ram	Vill-Jolharan Daltenganj,		28.8.1998	Driver	-do-	-do-
48.	Mithlesh Kr. Singh	Sri Ram Badan Singh,	Vill- Bhidri, PO-Indri, PS Jagdishpur, Arrah Bihar.		20.7.98	Cable Joiner	-do-	-do-

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
49.	Kamleshwar Tigga	Lt. Johan Tigga	Vill+po-Rajdandwa, Mahuatand, Dist- Latehar,	S.P. Kothi Daltengunj	1.6.2002	Cable Joiner	-do-	SDE Phones
50.	Anu Ram	Lt. Nanku Ram	Vill- Hamid Ganj, PO- D./Ganj, Dist- Palamu	Hamidgunj Daltengunj	5.4.2001	Cable Joiner	-do-	SDE Phones
51.	Janeshwar Baitha	Sri Sohan Baitha	Vill- Kouria, Post – Sua, PS- Daltenganj, Dist- Palamu,	Kouria	10.4.2003	Cable Joiner	-do-	SDE Indoor
52.	Birendra Giri	Ghura Giri	Vill- Pachmo, PO Sanghbad, PS- Lesliganj, Dist- Palamu,		2002	MDF Incharge	-do-	SDE Phones
53.	Sanjeev Kumar	Jupteshwar Pd.	Hospital Road, Hamidganj, Daltenganj,	Daltengunj	2/2000	Clerk	TDM (O) Daltanjanj	TDM Office
54.	Gopal Kumar	Jagdish Prasad.	Dipuban Garwah.		2000	Computer operator	Daltanjanj	TDM Office
55.	Pradip Pal	Ram N. Pal	Sudna Daltenganj,		2005	do	Daltanjanj	TDM Office
56.	Raghunandan Singh	Kariman Singh	Kejki, Saraithi Pokhari, PS- Barwadih, Latehar,		2002	Helper	Daltanjanj	SDE Phones
58.	Basant Kumar	Sudama Ram	Hamid Ganj, D/Ganj, Dist Palamu.		2001	Generator Operator	Daltanjanj	TRA
59.	Rajiv Kumar Singh	Ram Narayan Singh	Vill post- Patel Nagar, Sudna, D/Ganj.	Vill Post-Patel Nagar, Sudna, D/Ganj.	10.4.1998	TRS Section	TRA Office	A.O.
60.	Manoj Kr. Gupta	Sri Shivshankar Pd. Gupta	Vill Post- Patel Nagar, Sudna, D/Ganj.		24.3.2000	C. Operator	TRA Office	A.O.
61.	Ajay Kr. Sinah	Sri Braj Kishore Pd.	Rirma Ranchi Road,		2/7/2000	do	TRA Office	A.O.
62.	Amrendra Kr. Sinha	Sri Ram Ch. Pd. Sinha	Rerma D./Ganj		5/11/2002	do	TRA Office	A.O.
63.	Laxmi Kumari Sharma	Sri Gori Shankar Sharma	New Area Hamidganj, Medni Nagar, Palamu		6/8/1998	do	TRA Office	A.O.
64.	Ravi Ranjan Kr.	Shyam Bihari Singh	Vill Post Sudna D/Ganj, Palamu		18/12/01	do	TRA Office	A.O.
65.	Sanjay Kumar Rajak	Sri Sukhlal Rajak	Nai Mohalla, D/Ganj, Palamu.		20/1/02	do	TRA Office	A.O.
66.	Vinay Kr. Sinha	Krishna Pd Srivastava	Abadganj,D/Ganj.,		21/2/97	MDF	TRA Office	SDE Indoor
67.	Murlidhar Pandey	Kali Pandey	Daltenganj,		2003	C. Operator	Main exchange	SDE Indoor
68.	Raj Kumar	Shyam Saw	Vill Post- Saltua, PS- Chainpur, Palamu.		1/7/2000	Peon	D/Ganj	SDE Indoor
69.	Basanti Devi	Baijnath Mochi	Vill-Bapoia, Post – Polpol, PS-D/Ganj, Palamu.		2000	Sweeper	Indoor	SDE Indoor

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
70.	Raghunandan Ganju	Rekha Ch. Ganju	Balumath, Latehar,		11/4/2002	C. Jointer	Latehar	SDE Indoor
71.	Suresh Kumar	Arjun Ganju	Balumath, Latehar		15/5/1998	Line man	Latehar	SDE Indoor
72.	Ashok Kumar	Ram Pd. Lohra	Balumath, Latehar		10/10/2000	G. Operator	Balumar	SDE Indoor
73.	Pankaj Kumar	Suresh Ram	Balumath, Latehar		10/10/2000	C/ Jointer	Chandwa.	SDE Latehar
74.	Manoj Kumar	Nandu Singh	Village- Ratan bigha, Po- Haider Nagar, Palamu		10/2/2004	G/Operator	SD Latehar	Latehar
75.	Baijnath Singh	Satya Nr. Singh	Village- Ratan bigha, Po- Haider Nagar, Palamu		1.3.2001	Clerk	SD Latehar	Latehar
76.	Anil Kumar Sinha	Lt. Purna Nand Sinha	Vill- Deokuli, PO- Sahokarma, Via- Rafiganj, Dist Aurgabad, PS Kasma, Bihar.		1.2.2000	I.Operator	SD Latehar	Latehar
77.	Chandradeo Ram	Lal Dhari Ram	Villa- Kutmu, Po- Manika, Latehar		1.2.2004	C/J. Helper	SD Latehar	Latehar
78.	Santosh Singh	Radhika Singh	Vill- Kejki, PS- Barwadih, Dist- Latehar		1.3.98	C.Jointer	SD Latehar	Latehar
79.	Babu Lal Oraon	Jageshwar Oraon.	Vill- Jer, PO- Ledpa, Dist- Latehar,		5.2.99	Line man	SD Latehar	Latehar
80.	Mukesh Giri	Rajendra Giri	Vill- Kedar, Post- Manatu, Dist Palamu		2.2.03	Line man	SD Latehar	Latehar
81.	Bhuwan Patra	Mangru Patra	Vill- Sarik, Majholi Orissa		10/2004	AC operator	SD Latehar	Latehar
82.	Arvind Singh	Salik Singh	Vill- Bishunpur, PO- Nagar Utari, Dist- Garhwa		5/1/2002	Line man	SD Latehar	Latehar
83.	Rameshwar Oran	Jaga Oraon	Vill- Itmu, Chandwa, Latehar		3./3.2002	Line man	SD Latehar	Latehar
84.	Binod Mahato	Ganuri Mahto	Vill- Koria, Po- Sua PS- D/Ganj, Dist- Palamu		2000	G. Opeartor	SD Latehar	Latehar
85.	Ganauri Mahato	Durga Mahto	Vill- Koria, Po- Sua PS- D/Ganj, Dist- Palamu		2000	Do	SD Latehar	Latehar
86.	Ashish Kumar Sinha	Kauleshwar Pd. Singh	BALUMATH.		2000	do	SD Latehar	Latehar
87.	Mukesh Kr. Ram	Lal Mohan Ram	Uchri, Near Harijan Hospital, Niskarma, Garhwa.		2/2/1999	Cashier Targhar	SDE Group Garhwa	Garhwa
88.	Manoj Kr. Ram	Bal Krishna Ram	Sukhbana, Nawada, Dist- Garhwa,		2.10.2003	G. Opeator	do	Garhwa
89.	Nanku Ram Chandravanshi	Phaguni Ram Chandravanshi	Moh- Ghaghari, PO- Bairia, PS- Dhawaldih, Garhwa.		1.5.1993	Line man	do	Garhwa
90.	Ram Ch. Baitha	Badri Baitha	Vill- Sonbarsa, PO- Pachdumari, PS- Bhavnathpur, Garhwa.		5.7.98	Line man	SDE Group Garhwa	Garhwa

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
91.	Rajesh Kr. Mehta	Munga Mahto	Vill Sihpur, PO- Adhora, PS- Nagar Utari, Garhwa		1.5.2001	Line man	SDE Group Garhwa	Garhwa
92.	Babu Lal Ram	Mahendra Ram	Vill Sihpur, PO- Adhora, PS- Nagar Utari, Garhwa		13.3.2001	Line man	SDE Group Garhwa	Latehar
93.	Sarvan Mehta	Doman Mehta	Rankaraj, Garhwa, Nagar Utari, Dist- Garhwa,		10.3.2002	Line man	-do-	Garhwa
94.	Pradip Ram	Ganesh Ram	Rankaraj, Garhwa, Nagar Utari, Dist- Garhwa		2003	Line man	-do-	Garhwa
95.	Baleshwar Ram Ravi	Arjun Ram	Vill- Ursula, PO- Dewaria, Rehala, Dist Palamu,		1.1.85	Line man	-do-	Rehala
96.	Basant Kumar	Moti Ram	Vill+post- Rehala, Dist- Palamu,		1985	Line man	-do-	Rehala
97.	Ashok Kr. Ravi	Hira Ram	Vill+post- Rehala, Dist- Palamu,		1/2003	Line man	-do-	Meral
98.	Ajay Ram	Kawal Ram	Vill Ramna, Nagar, Utari, Garhwa.		2000	Line man	-do-	Ramna
99.	Vivek Kr. Thakur	Nand Kishor Thakur	Vill- Sihpur, PO- Adhora, Nagar Utari, Dist- Garhwa		2002	Line man	-do-	Nagar utari
100.	Rajesh Kr.	Lallu Ram	Vill- Sihpur, PO- Adhora, Nagar Utari, Dist- Garhwa		2002	Line man	-do-	do
101.	Binod Ram	Hari Ram	Navi Nagar, Aurangabad		2001	Line man	-do-	Morwe
102.	Ram Kesh Ram	Mundrika Ram	Majgaon, Dist- Garhwa		2003	Line man	-do-	Monjholi
103.	Ganesh Pd. Singh	Bishnath Singh.	Sahpurpatori, Arrah, Bhojpur.		1998	C/ Jointer	-do-	Garhwa
104.	Ishwari Singh	Sri Shiv Pd. Singh.	Garhwa.		2000	Clerk	-do-	Garhwa
105.	Manoj Ram	Keshwar Ram	Dhurki,		2000	Line man	-do-	Morwe
106.	Dilip Kr. Singh	Kamta Pd. Singh	Jokhanmoh, D/Ganj		2003	Clerk	-do-	Daltenganj
107.	Jamadhhar Choudhary	Mahavir Choudhary	Kaliband Arah		13.3.1998	Technician	Barwadiah	Daltenganj
108.	Raj Nandan Ram	Gokul Ram	Daltenganj		1992	Clerk	SDET D/Ganj	Daltenganj
109.	Dhirendra kr.	Ram Lal Ram	Housing colony D./Ganj		1.6.2006	Clerk	do	Daltenganj
110.	Sanjeev Kr.	Ram Nr. Singh.	Sudna Daltenganj.		2003	Peon.	SDEP D/Ganj.	Daltenganj

नई दिल्ली, 20 अगस्त, 2014

SCHEDULE

का.आ. 2338.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.सी. सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 8 / 2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20/08/2014 को प्राप्त हुआ था।

[सं. एल-20012/195/2003-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 20th August, 2014

S.O. 2338.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 8/2004) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 20/08/2014.

[No. L-20012/195/2003-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD**
IN THE MATTER OF A REFERENCE U/S 10(1) (D) (2A)
OF I.D. ACT, 1947.

Ref. No. 8 of 2004

Employers in relation to the management of
Sijua Area of M/s. B.C.C.L.

AND

Their workmen

Present : Sri Ranjan Kumar Saran, Presiding officer

Appearances :

For the Employers : Sri D.K. Verma, Advocate

For the workman : Sri P.M. Prasad, Advocate

State : Jharkhand Industry : Coal.

Dated 23/5/2014

AWARD

By Order No.L-20012/195/2003-IR (C-I), dated.24/12/2003, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

“Whether the demand of Bihar Janta Khan Mazdoor Sangh for immediate regularisation of Sri Parasnath Pandey after successful completion of one years’s Driver (Trainee) from BCCL is proper and justified? If so, to what relief the workman is entitled?”

2. This case is received from the Ministry of Labour on 02.01.2004. After receipt of the reference, the Sponsoring Union files their Written statement on 08.02.2005 and the management also files the written statement on 29.07.2005. Thereafter rejoinder and document filed by the parties. The workman examined himself as witness.

3. The short point involved in this case is that the workman after successful completion of one year training, the workman will be regularised as Driver or not.

4. The workman was working as Trammer and he under went on training of driver. After completion of training and after successful test as such he has been posted as Driver category V which appears from the documents filed in this case.

5. The workman has himself admitted the said facts in his cross-examination of WW-1. that “I was promoted in 1999 as Driver Cat.V”. That he was also said that he called for trial test on 12.11.98. after passing trial test, he was given the post of Driver Cat.V in 1999.

6. Since the workman has already been regularised as Driver category V the present reference is not maintainable.

7. Considering the facts and circumstances of this case, I hold that the demand of Bihar Janta Khan Mazdoor Sangh for immediate regularisation of Sri Parasnath Pandey after successful completion of one years Driver (Trainee) from BCCL is not proper and justified, Hence he is not entitled to get any relief.

This is my award

R. K. SARAN, Presiding Officer

नई दिल्ली, 20 अगस्त, 2014

का.आ. 2339.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 64/1992) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20/08/2014 को प्राप्त हुआ था।

[सं. एल-20012/266/1991-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 20th August, 2014

S.O. 2339.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 64/1992) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. ECL, and their workmen, received by the Central Government on 20/08/2014.

[No. L-20012/266/1991-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD.

In the matter of reference U/S 10 (1) (d) (2A) of
I.D. Act, 1947

Ref. No.64 of 1992

Employer in relation to the management of
Gopinathpur Colliery, M/S ECL,

AND

Their workmen.

Present : Sri Ranjan Kumar Saran, Presiding Officer

Appearances :

For the Employers : Sri D.K. Verma, Advocate

For the workman : None

State : Jharkhand Industry : Coal.

Dated 20/06/2014

AWARD

By Order No.L-20012/266/1991-IR (C-I), dated. 29/07/1992, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of Bihar Colliery Kamgar Union for regularisation of S/Shri Churamoni Mahato and two others as water carrier in category –I by the management of the Gopinathpur colliery is justified? If yes, to what relief the workman concerned are entitled ?” A list of workmen is enclosed.

ANNEXURE

List of workmen

Gopinathpur Colliery (Water Carrier)

1. Churaman Mahto S/O Khirao Mahto, Vill-+P.O Khurgio, Dist- Giridih

2. Harihar Mahto S/O Gonki Mahto, Vill- Dharampur P.O- Duar Rahari, Dist- Giridih

3. Atwari Mahto S/O- Sukar Mahto Vill+P.O- Balia, Dist- Giridih

2. After receipt of the reference, parties are noticed, Though they took steps for certain dates, subsequently did not appears nor take any interest in the case. It is presumed that the disputes between parties have been resolved in the meantime, Hence No Dispute Award is passed.

This is my award

R. K. SARAN, Presiding Officer

नई दिल्ली, 20 अगस्त, 2014

का.आ. 2340.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सी.सी. एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 217/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20/08/2014 को प्राप्त हुआ था।

[सं. एल-20012/357/2001-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 20th August, 2014

S.O. 2340.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 217/2001) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. CCL, and their workmen, received by the Central Government on 20/08/2014.

[No. L-20012/357/2001-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD

IN THE MATTER OF A REFERENCE U/S 10(1) (D) (2A)
OF I.D. ACT, 1947.

Ref. No. 217 of 2001

Employers in relation to the management of
Kathara Colliery of M/S. C.C.L.

AND

Their workmen.

Present : Sri Ranjan Kumar Saran, Presiding officer

Appearances:

For the Employers. : Sri D.K.Verma, Advocate

For the workman. : Sri D.Mukherjee, Rep.

State : Jharkhand

Industry : Coal.

Dated : 22/5/2014

AWARD

By Order No.L-20012/357/2001-IR (C-I), dated 24/09/2001, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the BCKU from the management of Kathara Colliery of M/S C.C. Ltd for promotion to Shri K.S.Yadav workman is justified? If so, to what relief is the workman concerned entitled and from what date?”

2. This case is received from the Ministry of Labour on 01.11.2001. After receipt of the reference, the Sponsoring Union files their Written statement on 13.09.2002 and the management also files the written statement on 05.05.2003. Thereafter rejoinder filed by the Union. The workman himself examined as witness.

3. The Short point involved in the reference is whether the workman is entitled to promotion. If is the case of workman that he is an union leader for which he was dismissed illegally and he got back his job on the basis of award of CGIT—2.

4. The matter was also challenged in High Court and on the basis of High Court judgment, the workman was reinstated and got his wages.

5. But It is strange that the workman who is a union leader, has concealed the High Court order as well as settlement arrived between Union and management out side the court.

6. Moreover the promotion is not a matter of right and it is given on the basis of C.R. and work experience. When it has not been proved that illegally the promotion of the workman has been stopped, this Tribunal will not disturb the decision of the management.

7. Considering the facts and circumstance of this case, I hold that the demand of the BCKU from the management of Kathara Colliery of M/s. C.C. Ltd for promotion to Shri K.S.Yadav workman is not fair. Hence he is not entitled to get any relief.

This is my award

R. K. SARAN, Presiding Officer

नई दिल्ली, 20 अगस्त, 2014

का.आ. 2341.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.सी. सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 241/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20/08/2014 को प्राप्त हुआ था।

[सं. एल-20012/379/2001-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 20th August, 2014

S.O. 2341.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 241/2001) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 20/08/2014

[No. L-20012/379/2001-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD.**

IN THE MATTER OF A REFERENCE U/S 10(1) (D) (2A) OF I.D.ACT, 1947.

Ref. No. 241 of 2001

Employers in relation to the management of
P.B.Area of M/S. B.C.C.L.

AND

Their workmen

Present : Sri Ranjan Kumar Saran, Presiding officer**Appearances:**

For the Employers. : Sri D.K.Verma, Advocate

For the workman. : Sri U.P. Sinha, Advocate

State : Jharkhand

Industry : Coal

Dated : 9/5/2014

AWARD

By Order No.L-20012/379/2001-IR(C-I), dated -07/11/2001, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of Union to provide employment on compassionate ground to Sri Durga Bhuiya dependent son of late Baljeet Bhuiya, Ex-Dresser as per the provision 9.4.2 of NCWA is proper and justified ? If so, to what relief is the said dependent entitled ?”

2. The case is received from the Ministry of Labour on 27.11.2001. After notice both parties appeared, the Sponsoring Union files their written statement on 06.06.2002. Thereafter the management files their written statement-cum-rejoinder on 29.10.2002.

3. The short point to be decided In this case is that the applicant who has requested the management to take him employment after the death of his father at a belated stage, will be given employment or not.

4. After the death of the father of the applicant the management asked her mother vide W-1 to furnish certain documents i.e information of Date of Birth etc. After getting the same the applicant applied for job in the year 1998, though his father died in the year 1991. The management refused employment on the ground of belated claim.

5. Getting documents from state Government is not an easy matter. The case where the earning member died in a job, is harness, his heir is to get job and he has to apply promptly

6. Though in this case it has not been done. The management to do well to give employment to the workman after observing all formality. The case should be taken up liberally as the applicant's father rendered services to the management.

7. Considering the facts and circumstances of this case, I hold that the demand of Union to provide employment on compassionate ground to Sri Durga Bhuiya dependent son of late Baljeet Bhuiya, Ex-Dresser as per the provision 9.4.2 of NCWA is proper. The management to give him job as per rules within 3 months from the date of publication of the award and the same fact be intimated to the undersigned for reference.

This is my Award

R. K. SARAN, Presiding Officer

नई दिल्ली, 20 अगस्त, 2014

का.आ. 2342.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 242/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20/08/2014 को प्राप्त हुआ था।

[सं. एल-20012/380/2001-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 20th August, 2014

S.O. 2342.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 242/2001) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 20/08/2014.

[No. L-20012/380/2001-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD**

IN THE MATTER OF A REFERENCE U/S 10(1) (D) (2A)
OF I.D. ACT, 1947.

Ref. No. 242 of 2001

Employers in relation to the management of
P.B. Area of M/S. B.C.C.L.

AND

Their workmen.

Present : Sri Ranjan Kumar Saran, Presiding Officer

Appearances:

For the Employers. : Sri D.K. Verma, Advocate

For the workman. : Sri N.G. Arun, Rep.

State : Jharkhand

Industry : Coal.

Dated : 21/5/2014

AWARD

By Order No.L-20012/380/2001-IR (C-I), dated 07/11/2001, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the Union to provide employment on compassionate ground to Sri Ramjee Gupta dependent son of Late Baijnath Gupta Ex-Tyndel as per the provision of NCWA is proper and justified? If so, to what relief is the said dependent entitled ?”

2. This case is received from the Ministry of Labour on 27.11.2001. After receipt of the reference, the Sponsoring Union files their Written statement on 14.03.2002 and the management also files the written statement on 1.10.2002. Thereafter rejoinder and document filed by the parties. The workman examined two witness.

3. The Short point involved in this case is whether Ramjee Gupta Who claims to be the son of the deceased workman Baijnath Gupta be given employment on compassionate ground .

4. In this case before the management a lady Radhe Devi claiming to be wife of Late Baijnath Gupta claimed for job. Ramjee Gupta objected the same , raised the dispute that his father had 3 wives and one among them Radhe Devi applied for job and after getting the job she would marry elsewhere. This being the situation the management could not provide job to any one. In this case management should not have been blamed. Unless a clear case is brought before this Tribunal.

5. The management files many document and marked . As per M-2 there was an agreement between Radhe Devi and Sri Ramjee Gupta, in which Smt Radhe Devi claims for service and second party Sri Ramjee Gupta received entire amounts as P.F, Gratuity etc.

6. Thereafter Smt Radhe Devi and Sri Ramjee Gupta files affidavit before notary, Dhanbad. In the affidavit of Sri Ramjee Gupta Ext- M-1 said that I have no objection if my said mother be provided an employment under BCCL in place of my late father and I shall not raised my claim for same. But now Sri Gupta claims for service.

7. Considering the facts and circumstance of this case, I hold that the demand of the Union to provide employment on compassionate ground to Sri Ramjee Gupta dependent son of Late Baijnath Gupta Ex-Tyndel as per the provision of NCWA is not proper. Therefore his claim is rejected, Hence he is not entitled to get any relief .

This is my award

R. K. SARAN, Presiding Officer

नई दिल्ली, 20 अगस्त, 2014

का.आ. 2343.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 182 of 2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20/08/2014 को प्राप्त हुआ था।

[सं. एल-20012/185/2001-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 20th August, 2014

S.O. 2343.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 182/2001) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL,

and their workmen, received by the Central Government on 20/08/2014.

[No. L-20012/185/2001-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD.

IN THE MATTER OF A REFERENCE U/S 10(1) (D) (2A)
OF I.D.ACT, 1947.

Ref. No. 182 of 2001

Employers in relation to the management of
Kustore Area of M/S. B.C.C.L.

AND

Their workmen.

Present : Sri Ranjan Kumar Saran, Presiding officer

Appearances:

For the Employers. : Sri D.K.Verma, Advocate

For the workman. : Sri K.N. Singh, Advocate

State : Jharkhand

Industry : Coal.

Dated. 26/5/2014

AWARD

By Order No.L-20012/185/2001-IR (C-I), dated 10/08/2001, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of BCCL kustore Area, in dismissing Sh. Anil Bouri miner loader from services w.e.f. 02.09.98 is justified , legal & fair? If not, to what relief is the workman entitled ? ”

2. This case is received from the Ministry of Labour on 10.09.2001. After receipt of the reference, The Sponsoring Union files their Written statement on 03.12.2001 and the management also files the written statement on 06.05.2002. Thereafter rejoinder and document filed by the parties.

3. The short point involved in this case is that the workman while in job fell ill seriously and was treated in hospital and his condition was also known to the management.

4. The workman who was working then as miner loader requested the management to give him lighter work so that he can continue in his job, which was not heeded by the management and the workman raised an I.D case.

5. Ultimately management dismissed the sick workman. While the dispute is pending, he died and his legal representative have been substituted.

6. During hearing it is held that the dismissal of the workman is unjustified. He be reinstated without back wages. Since the workman has died in stead of compassionate employment to any of his heir, his family be given monetary compensation as per norms.

This is my award

R. K. SARAN, Presiding Officer

नई दिल्ली, 22 अगस्त, 2014

का.आ. 2344.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 210/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22/08/2014 को प्राप्त हुआ था।

[सं. एल-20012/345/2001-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 22nd August, 2014

S.O. 2344.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.No. 210/2001) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 22/08/2014.

[No. L-20012/345/2001-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

Reference : No. 210 of 2001

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947.

Parties: Employer in relation to the management of
Sijua Area M/s BCCL

AND

Their workmen

Present : SRI R.K.SARAN, Presiding Officer

Appearances :

For the Employers : Sri D.K.Verma, Advocate

For the workman. : None

State : Jharkhand

Industry : Coal

Dated : 16/6/2014

AWARD

By order No. L-20012/345/ 2001 /IR (C-I) dated 21/09/2001, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the management of BCCL, Sijua Area in not regularization of Shri Mithu Das as Hindi Typist is justified? If not to what relief is the concerned workman entitled and from what date?”

2. After receipt of the reference both parties are noticed. But appearing for certain dates, none taking any step subsequently. Case remain pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence pass a No disputed Award. Communicate to the Ministry.

R. K. SARAN, Presiding Officer

नई दिल्ली, 22 अगस्त, 2014

का.आ. 2345.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 46 of 2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22/08/2014 को प्राप्त हुआ था।

[सं. एल-20012/203/2005-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 22nd August, 2014

S.O. 2345.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 46/2006) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 22/08/2014.

[No. L-20012/203/2005-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

Reference: No. 46 of 2006

In the matter of reference U/S 10 (1) (d) (2A) of I.D. Act, 1947

Parties: Employer in relation to the management of
Block II Area M/s BCCL

AND

Their workmen.

Present : SRI R.K.SARAN, Presiding Officer.

Appearances :

For the Employers : Sri D.K.Verma, Advocate

For the workman : None.

State : Jharkhand

Industry : Coal

Dated : 17/6/ 2014

AWARD

By order No. L-20012/203/ 2005 /IR (C-I) dated 01/06/2006, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub –section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the Rashtriya Colliery Mazdoor Sangh from the management of BCCL Block II Area to regularize Shri Ajit Kumar Pandey as leave clerk is fair and justified? If not ,so, to what relief is the workman entitled and from what date?”

2. After receipt of the reference both parties are noticed. Both parties are appearing , Ld counsel of the union submits that this case has already been settled. It is felt that the disputes between the parties have been resolved in the meantime. Hence pass a No disputed Award. Communicate to the Ministry.

R. K. SARAN, Presiding Officer

नई दिल्ली, 22 अगस्त, 2014

का.आ. 2346.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 94/ 2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22/08/2014 को प्राप्त हुआ था।

[सं. एल-20012/426/1999-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 22nd August, 2014

S.O. 2346.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 94/2000)

of the Cent. Govt. Indus. Tribunal-cum-Labour Court No 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 22/08/2014.

[No. L-20012/426/1999-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD.**

IN THE MATTER OF A REFERENCE U/S 10(1) (D) (2A)
OF I.D.ACT, 1947.

Ref. No. 94/2000

Employers in relation to the management of
Katrash Area M/S BCCL

And

Their Workman

Present : Sri Ranjan Kumar Saran, Presiding officer

Appearances:

For the Employers. : Sri D.K.Verma, Advocate

For the workman. : Sri D.Mukherjeei, Rep.

State : Jharkhand

Industry : Coal.

Dated. 17/6/2014

AWARD

By Order No.L-20012/426/1999-IR (C-I), dated 02/02/2000, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of BCCL in dismissing the services of Shri Shatrughan Prasad Baishnow of Keshlapur Colliery w.e.f. 11/12. 6.96 is justified? If not, what relief the concerned workman is entitled to?”

2. The case is received from the Ministry of Labour on 23.02.2000. After receipt of the reference, both parties are noticed. The sponsoring Union files their written statement on 12.11.2001. Thereafter the management files their written statement-cum-rejoinder on 03.07.2002. Rejoinder and document also filed by the parties .

3. The point involved in the reference is that the workman has been dismissed from his services from Keshalpur Colliery w.e.f 12.6.96 for unauthorized absence from Jan. 1996.

4. During preliminary hearing it is revealed that the case is dismissal of workman for long absence on duty. He has already out of service for 18 years. It is felt to give another chance to the workman to serve.

5. Considering the facts and circumstances of this case, I hold that Shri Shatrughan Prasad Bishnow concerned workman- be reinstated in the service without back wages. And his pay be fixed on initial starting of his category, after his joining.

This is my award

R. K. SARAN, Presiding Officer

नई दिल्ली, 22 अगस्त, 2014

का.आ. 2347.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 60/1992) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22/08/2014 को प्राप्त हुआ था।

[सं. एल-20012/215/1991-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 22nd August, 2014

S.O. 2347.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 60/1992) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 22/08/2014.

[No. L-20012/215/1991-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD.

In the matter of reference U/S 10 (1) (d) (2A) of
I.D.Act. 1947

Ref. No.60 of 1992

Employer in relation to the management of Salanpur
Colliery, M/S BCCL,

AND

Their workmen.

Present : Sri Ranjan Kumar Saran, Presiding Officer

Appearances :

For the Employers : None

For the workman : None

State : Jharkhand

Industry : Coal.

Dated : 23/6/2014

AWARD

By Order No. L-20012/215/1991-IR (C-I), dated 05/08/1992, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Salanpur Colliery of M/S BCCL in dismissing the service of S/Shri Sarju Munda and Nagina Munda w.e.f. 03.08.90 is justified ? If not, to what relief the workman are entitled?”

2. After receipt of the reference the parties are noticed, Though they took steps for certain dates, subsequently did not appears nor take any interest in the case. It is presumed that the disputes between parties have been resolved in the meantime, Hence No Dispute Award is passed.

R. K. SARAN, Presiding Officer

नई दिल्ली, 22 अगस्त, 2014

का.आ. 2348.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 43 of 2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22/08/2014 को प्राप्त हुआ था।

[सं. एल-20012/78/2008-आईआर (सीएम-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 22nd August, 2014

S.O. 2348.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 43/2008) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 22/08/2014.

[No. L-20012/78/2008-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD

IN THE MATTER OF A REFERENCE U/S 10(1) (D) (2A)
OF I.D.ACT, 1947.

Ref. No. 43 of 2008

Employers in relation to the management of
Lodna Area of M/S. B.C.C.L.

AND

Their workmen

Present : Sri Ranjan Kumar Saran, Presiding officer

Appearances:

For the Employers. : Sri D.K.Verma, Advocate

For the workman. : Sri P.M.Prasad, Advocate

State : Jharkhand

Industry : Coal.

Dated : 5/6//2014

AWARD

By Order No.L-20012/78/2008-IR (CM-I), dated 23/09/2008, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“(i) Whether the action of the management of joyrampur Colliery of M/S BCCL in not providing dependent employment to Shri Santosh Singh S/o Late Janak Deo Singh, Surface Trammer under the provision of NCWA is justified and legal? (ii) To what relief is the dependant son of the concerned workman entitled?”

2. This case is received from the Ministry of Labour on 01.10.2008. After receipt of the reference, The Sponsoring Union files their Written statement on 26.02.2009 and the management also files the written statement on 13.05.2011. Thereafter rejoinder and document filed by the parties. The workman and the management examined one evidence each.

3. The short point involved in this case as to whether the applicant is entitled to compassionate employment. Admittedly the applicant's father died while in job under the management.

4. Her widow applied for compassionate appointment, she was referred for medical board and her age assessed as 44 as per Ext M-3. But she was not given job but asked to received monetary compensation.

5. According to MW-1, the widow received the monetary compensation. So also the applicant WW-1 stated in his evidence that her mother received monetary compensation.

6. If the monetary benefit in lieu of job already received by the mother of the complainant, the applicant has no case.

7. Therefore it is ordered, if monetary compensation already received by the widow, the claim of the applicant for job will be refused. If no monetary compensation in lieu of job received by the widow, the applicant be given job within the 3 months from the date of publication of this award. Action of the management be communicated to the undersigned for reference.

This is my award

R. K. SARAN, Presiding Officer

नई दिल्ली, 22 अगस्त, 2014

का.आ. 2349.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ईस्को के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 44/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22/08/2014 को प्राप्त हुआ था।

[सं. एल-20012/288/2003-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 22nd August, 2014

S.O. 2349.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 44/2010) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. IISCO, and their workmen, received by the Central Government on 22/08/2014.

[No. L-20012/288/2003-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD**

IN THE MATTER OF A REFERENCE U/S 10(1) (D) (2A)
OF I.D. ACT, 1947

Ref. No. 44 of 2010

Employers in relation to the management of M/S
IISCO Ltd.

AND

Their workmen.

Present : Sri Ranjan Kumar Saran, Presiding officer

Appearances:

For the Employers. : Sri D.K.Verma, Advocate

For the workman. : Sri P.N.Singh, Advocate

State : Jharkhand

Industry : Coal

Dated 16/6/2014

AWARD

By Order No.L-20012/288/2003-IR (CM-I), dated 26/04/2004, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication.

SCHEDULE

“Whether the action of the management of Chasnalla Colliery of M/S IISCO Ltd., in providing employment to Smt. Sindhu Sinha under 9.4.2. if NCWA—III vide latter dated 22/24.8.98 after 14 years of the death of workman and that too on casual basis for 89 days only and terminating his services vide order dated 28.9.98 on the ground that another claimant Sri Sanjay Kumar Sinha filed a suit in the Court against the management and the said workman, is justified? If not, to what relief is the concerned workman entitled?”

2. The case is received from the Ministry of Labour by the CGIT NO.II, After receipt of reference, workman files their written statement on 07.06.2004 before the CGIT NO.II, The management files their written statement -cum-rejoinder on 25.10.2004. And thereafter the workman files their rejoinder & document and examined himself as witness.

3. As per Ministry's latter No. L-20012/288/2003 IR (C-I) dated 17/9/2010 the case is received on transfer from CGIT No.II to this Tribunal and evidence of the concerned workman is taken as WW-I.

4. The short fact of the case is that after the death of the concerned workman, the management gave compassionate employment to Arbind Kumar Sinha into job but Arbind Kumar Sinha also died for which his widow Sindhu Sinha applied for job and got conditional employment for 89 days.

5. But in the meantime, Sri Sanjay Kumar, son of the deceased filed T.S No. 79/99 against the management and to get job in place of his father.

6. The management to avoid controversy cancelled the conditional appointment of Smt Sindhu Sinha after 89 days. After the finalization of the suit the management, while found there is no controversy gave appointment to Sindhu Sinha. During the pendency of the suit there was gap of 7 years. During which Sindhu Sinha was out of employment and she is claiming back wages and continuity of service.

7. In the Opinion of the Tribunal, the management has no fault for litigation but he was unnecessarily dragged into litigation. Before and after civil litigation the management provided job to Sindhu Sinha. Though in her

affidavit the claimant has claimed for back wages, it has not been stated that during that period she was out of employment and she has not gainfully employed.

8. The management also has not illegally removed Sindhu Sinha, Since her prior service was conditional and was restricted to 89 days.

9. Considering the facts and circumstance of this case, I hold that, Since her prior service was conditional and was restricted to 89 days. Sindhu Sinha is not entitled to back wages or continuity of service. Accordingly she is not entitled to get any relief.

This is my award

R. K. SARAN, Presiding Officer

नई दिल्ली, 22 अगस्त, 2014

का.आ. 2350.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सी.सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 61/1992) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22/08/2014 को प्राप्त हुआ था।

[सं. एल-20012/269/1991-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 22nd August, 2014

S.O. 2350.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 61/1992) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. CCL, and their workmen, received by the Central Government on 22/08/2014.

[No. L-20012/269/1991-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of
I.D. Act, 1947

Ref. No. 61 of 1992

Employer in relation to the management of
Pindra Colliery, M/s. CCL

AND

Their workmen

Present : Sri Ranjan Kumar Saran, Presiding Officer

Appearances :

For the Employers : None

For the workman : None

State : Jharkhand

Industry :-Coal.

Dated : 23/06/2014

AWARD

By Order No.L-20012/269/1991-IR (C-I), dated.29/07/1992, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Pindra Colliery of CCL, P.O-Pindra, Distt- Hazaribagh. The dismissing of Sri Triveni Manjhi an Ex-PRW is justified? If not, to what relief Shri Triveni Manjhi is entitled to?”

2. After receipt of the reference, parties are noticed, Though they took steps for certain dates, The management examined one evidence and marked document M-1 to M-3. subsequently the workman did not appears nor take any interest in the case. It is presumed that the disputes between parties have been resolved in the meantime, Hence No Dispute Award is passed.

This is my award

R. K. SARAN, Presiding Officer

नई दिल्ली, 22 अगस्त, 2014

का.आ. 2351.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 30/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22/08/2014 को प्राप्त हुआ था।

[सं. एल-20012/2/2010-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 22nd August, 2014

S.O. 2351.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 30/2010) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 22/08/2014.

[No. L-20012/2/2010-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD**

IN THE MATTER OF A REFERENCE U/S 10(1) (D) (2A)
OF I.D.ACT, 1947

Ref. No. 30 of 2010

Employers in relation to the management of
Kusunda Area M/S B C.C.L.

AND

Their workmen

Present : Sri Ranjan Kumar Saran, Presiding officer**Appearances:**

For the Employers : Sri U.N.Lall, Advocate

For the workman : Sri H.P.Gond, Rep.

State : Jharkhand

Industry : Coal

Dated : 10/6/2014

AWARD

By Order No. L-20012/02/2010-IR -(CM-I), dated 17-03-2010, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“(i)Whether the action of the management of Godhur Colliery under Kusunda Area of M/S BCCL in superannuating Smt Parwa Kamin M/Loader from the service of the company w.e.f. 01.04.2006 is justified and legal ? ii) To what relief is the workman concerned entitled?”

2. The case is received from the Ministry of Labour on 30.10.2010. After receipt of reference, both parties are noticed, the Sponsoring Union files their written statement on 01.06.2010. And the management files their written statement-cum-rejoinder on 10.02.2012.

3. The short point involved in the case is the concerned workman in this case is illegally terminated by the BCCL management prematurely on 01.04.2006.

4. Her case is a scheme started for female VRS, so that their child can be taken into job. According to the scheme, she applied for VRS and her son also applied for job. But her VRS was not accepted on wrong notion and her son was not given job. She approached the High Court. High Court directed to approach CGIT. She came then on a reference.

5. Her claim is on Form “B” Register. Her Date of Birth was 21 years as on 26.06.1983 as filed. Management

counsel submits that it is tampered and she was 31 years by then. But the management could not prove that fact. But from the medical board age determination, it is seen that she was 25 years. Had she was 25 years in the years 1983. So she will be 60 years of age in the year 2018 Therefore her superannuation on 01.04.2006 is illegal..

6. Considering the facts and circumstance of this case, I hold that the action of the management of Godhur Colliery under Kusunda Area of M/S BCCL in superannuation of Smt Parwa Kamin M/Loader from the service of the company w.e.f. 01.04.2006 is not justified and legal. Her superannuation on 01.04.2006 is illegal. She be reinstated in her job. Since she has opted for VRS, her VRS be accepted. She be not given back wages and in her place her son be taken into job within one month from the date of publication of the award.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 22 अगस्त, 2014

का.आ. 2352.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 80/2000 और 144/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22/08/2014 को प्राप्त हुआ था।

[सं. एल-20012/352/1999-आईआर (सीएम-1)]

[सं. एल-20012/503/1999-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 22nd August, 2014

S.O. 2352.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 80/2000 & 144/2000) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 22/08/2014.

[No. L-20012/352/1999-IR (CM-I)]

[No. L-20012/503/1999-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD.

IN THE MATTER OF A REFERENCE U/S 10(1) (D) (2A)
OF I.D. ACT, 1947.

Ref. No. 80 of 2000 & 144/2000

Employers in relation to the management of
P.B. Area M/S B C.C.L.

AND

Their workmen

Present : Sri Ranjan Kumar Saran, Presiding officer

Appearances:

For the Employers : Sri D.K.Verma, Advocate

For the workman : Sri N.M.Kumar, Rep.

State : Jharkhand

Industry : Coal

Dated : 11/6/2014

AWARD

The Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

Ref. No. 80 of 2000:- Order No. L. 20012/352/1999 IR (C-I) dt. 28.01.2000

SCHEDULE

“Whether the demand of Jharkhand Janta Mazdoor Union from the management of Gopalchuk Colliery, under P.B. Area of M/S BCCL to provide employment to Smt Gita Devi, W/O Late Kishun Nonia on compassionate ground under clause 9.3.0 of NCWA -4 is justified? If so, to what relief Smt Gita Devi is entitled?”

Ref. No. 144/2000:- Order No. L20012/503/99 IR (C-I) dated 01/03/2000

SCHEDULE

“Whether the refusal of the management of P.B. Area of M/S BCCL to provide compassionate appointment to the dependent son of late Kishun Nonia is proper and justified? if not, to what relief is the dependent son of the deceased workman entitled?”

2. The case is received from the Ministry of Labour for adjudication. After receipt of reference, both parties are noticed,

3. The short point that involved in this case as to whether, the widow of the workman will be given compassionate appointment as the concerned workman died while in job. After the death of the concerned workman, the present applicant filed an application before the management for job.

4. At the same time the son of the deceased workman raised a dispute to get a job and the same has been received from the Ministry in this Tribunal numbered as Ref. No. 144/2000 is registered and ordered to be heard analogously.

5. After a long lapse of time, the widow again appeared in this case, wanted to redress her grievance and her case is opened on 19.12.2012. At the same time in other case Ref. No. 144/2000 the son of the workman neither appeared nor put forth his claim. Hence Ref. No. 144/2000 is ordered as No Dispute award.

6. During hearing of the case learned counsel for the widow of the workman, in this case submitted that the widow Smt. Gita Devi is 55 to 56 years now, and she may not be able to work, Hence she be given monetary compensation in lieu of job from the date 19.12.2012, the day she came to the Tribunal to fight her case diligently. Accordingly it is ordered to give monetary compensation to Smt Gita Devi from 19.12.2012 as per norms.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 25 अगस्त, 2014

का.आ. 2253.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दक्षिण पूर्व मध्य रेलवे प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या 87/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 5/08/2014 को प्राप्त हुआ था।

[सं. एल-41011/03/2014-आईआर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 25th August, 2014

S.O. 2253.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 87/2013) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of South East Central Railways and their workmen, received by the Central Government on 5/08/2014.

[No. L-41011/03/2014-IR (B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

**BEFORE SHRI J.P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/87/2013

Date: 15.07.2014

Party No. 1 : The Senior Divisional Personnel Officer,
South East Central Railway,
Kingsway, Nagpur.

Versus

Party No. 2 : Shri Bhimraj Hagroo Baisare,
Jyothi Nagar, Laskari Bagh,
Dr. Ambedkar Marg, Nagpur.

The General Secretary,
Parcel Porters Sanghathan,
New Mankapur Plot No. 37,
Near Mhada Colony,
Nagpur-440030.

AWARD

(Dated: 15th July, 2014)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of S.E.C.L and the workman, Shri Bhimraj Hagroo Baisare for adjudication, as per letter No.L-41011/03/2014-IR (B-I) dated 25.02.2014, with the following Schedule:-

"Whether the action of the management of South East Central Railway, Nagpur in imposing the penalty of removal of service of Shri Bhimraj Hagroo Baisare, Trackman under SSE (P.Way) Kamptee, is just, fair & legal? If not, what relief the concerned workman is entitled to?"

2. On receipt of the reference, the parties were noticed by registered post with acknowledgment due to file their respective statement of claim and written statement.

In spite of sufficient service of the notice, on the workman and the management of SECL, they neither appeared nor filed any statement of claim or written statement. The union representative, General Secretary of the Parcel Porters Sanghathana appeared on 15.07.2014 and filed an application for permission to withdraw the case on the ground that the workman is not interested to continue the case further. In view of the application and as it was intimated that the workman is not interested to contest the reference, the reference was closed and fixed for award.

3. It is well settled that whenever a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and it is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the party fails to appear or file written statement or produce evidence, the dispute referred by the Government cannot be answered in favour of the said party and the party would not be entitled to any relief.

Judging the present case with the touchstone of the settled principles as mentioned above, it is found that the workman has neither appeared nor filed any statement of claim and as such, he is not entitled to any relief. Hence, it is ordered:-

ORDER

The reference is answered in the negative and against the workman. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 25 अगस्त, 2014

का.आ. 2354.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 241/97) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/08/2014 को प्राप्त हुआ था।

[सं. एल-12012/157/96-आईआर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 25th August, 2014

S.O. 2354.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 241/97) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 25/08/2014.

[No. L-12012/157/96-IR (B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR**

NO. CGIT/LC/R/241/97

PRESIDING OFFICER : SHRI R. B. PATLE

Deputy General Secretary,
State Bank of India Staff Congress (INTUC),
5/235, Pragati State Bank Colony,
Vikas Nagar, Jabalpur

.....Workman/Union

Versus

Dy. General Manager,
State Bank of India,
Zonal Office, Jayendraganj,
Gwalior (MP)

.....Management

AWARD

Passed on this 16th day of July, 2014

1. As per letter dated 21-8-97 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under

Section -10 of I.D. Act, 1947 as per Notification No. L-12012/157/96-IR(B). The dispute under reference relates to:

“Whether the action of the management of State Bank of India, Gwalior Branch in terminating the services of Shri Tarunkumar Pradhan, Clerk-cum typist from 6-9-95 is legal and justified? If not, to what relief the workman is entitled to?”

2. After receiving reference, notices were issued to parties. Ist party workman submitted statement of claim through Dy. General Secretary, State Bank of India Staff Congress, Jabalpur. Case of workman is that he was initially appointed as clerk-cum-typist in State Bank of India vide order dated 1-9-1975. He was confirmed in service on 1-3-1976. That he was transferred from Jabalpur to Damoh branch of State Bank of India on 1-3-87. That workman was discharging his duties to the satisfaction of his superiors while working at Damoh. Workman was placed under suspension vide order dated 20-4-97. On 11-3-93, workman was served with charge sheet. The allegations in charge sheet were while working at Damoh, he fraudulently withdrawn amount of Rs. 35000/- by six withdrawals on different dates. It was alleged that he received aggregating of Rs. 2400/- for credit into saving Account No. 166/160 of Shri Mahesh Prasad Agrawal. That workman made fictitious credit entries in major accounts. It was also alleged that he received aggregating amount Rs. 2400/- from Saving Account No. 166/160 of Shri Mahesh Prasad Agrawal, Rs. 2310/- from Saving Account No. 69/137 of Shri Laxminarayan on 19-12-1991 and made fictitious credit entries in the Ledger accounts on different dates. It was alleged that workman received Rs. 3000/- for credit into Saving Account No. 4/143 of Shri Santosh kumar Jain on 1-2-92. He made fictitious entries. As workman withdrawn amount from Account No. 16/25401 on different dates. That on 27-5-91, workman fraudulently increased balance in the Saving Bank Account by Rs. 1000/- by overwriting. That acts committed by workman amounts to gross- misconduct. As per para 521(4)(j) of Sastri Award. It is further submitted that as per Sastri Award, the Bank was required to furnish relevant documents for proper defence of the workman. In spite of several request, workman was not supplied relevant documents. The charge pertains to some accounts. It was not possible for workman to remember each and every entries in account. Documents were not supplied to him. Therefore the workman could not submit reply to the charge sheet. Without reply to charge sheet, Bank proceeded with the Departmental enquiry. Shri R. K. Jaiswal Branch Manager was appointed as Enquiry Officer. Shri Akhleshwar Shastri Branch Manager Damoh City Branch was appointed as presenting Officer.

3. Workman further submits that enquiry was adjourned to 26-5-94, 27-5-94. On 26-5-94, the Defence Representative Shri G. K. Shrivastava had come to Bhopal.

He couldnot attend enquiry Proceedings. That he requested to adjourn enquiry to some other date. However he was granted only two hours time. Workman further submits that Enquiry Officer did not follow principles of natural justice. They denied opportunity to cross-examine witnesses. On 26-9-94, Defence Representative Srivastava could not attend proceeding as he had to attend meeting of Federation at Hyderabad. His request for adjournment was turned down by Enquiry Officer. That Presenting Officer Shri Shastry presented witness No.1 O.P.Dubey, witness No.2 Shri Ramlal Ahirwar and witness No.3 Shri G.P.Soni. in absence of Defence Representative, the witnesses couldnot be cross-examined by Defence Representative. Workman was asked to cross-examine their witnesses. The exhaustive reasons are given by workman alleging that enquiry conducted against him was not proper. He was denied opportunity to cross-examine witnesses. The documents are not supplied on his request. As enquiry against workman is held illegal by my predecessor as per order dated 15-10-2012, detailed contentions of workman are not narrated.

4. Workman submits that he was not given chance to produce his witnesses. Enquiry was adjourned to 14-12-94 and fixed at Bhopal. He was not permitted to produce defence witness. Workman had denied charges against him. Enquiry Officer without going through material on record and recorded perverse findings and submitted his report. The Disciplinary Authority issued show-cause notice dated 8-6-95. Workman was called to appear on 22-6-95 at Gwalior. Workman could not appear for enquiry as he was not allowed by Headquarter Branch manager. He submitted that order of dismissal passed by party 6/9/95 is without application of mind. Findings of Enquiry Officer are perverse. On such ground, workman prays for setting aside order of dismissal and reinstatement with consequential benefits.

5. IInd party filed Written Statement at Page 7/1 to 7/10. Preliminary objection is raised that Shri N.K.Patel, General Secretary of Union is a dismissed employee. He is not competent to represent for workman. The reference is not tenable. That workman was issued charge sheet on 11-3-93 relating to withdrawal of amount Rs. 35,000- details given at Page 2 of Written Statement. All withdrawals were passed by workman for payment. The balancing of relevant ledger for the month of August, 91 and for subsequent months was done by the workman and he deliberately managed to show the relevant ledger as balanced for the month of August, 91 and for subsequent months by overwriting manipulating totals. Employee was also charged for receiving sums aggregating Rs. 2400 for credit into Saving Bank Account No. 66/160 of Shri Mahesh Prasad Agrawal. The details are given at page 3 of Written Statement. Ist party employee put initial at some withdrawal forms for having posted them in the relevant ledger account. He had also passed 4 withdrawal forms for

payment. He had increased amount of 3 withdrawals of Rs.1000/- each. He fraudulently obtained aggregate of Rs. 5000/-. That workman withdrawn from Saving Bank Account No. 16/2501 on different dates. He had fraudulently increased balance in Saving Bank Account by Rs. 1000/- by overdrawing and thus overdrew an aggregate sum of Rs. 7409/- from his account. The charge sheet was issued to workman. Enquiry was conducted as per rule. Principles of natural justice were followed. Workman had participated in enquiry. After receiving report of Enquiry Officer, show-cause notice was issued to workman and punishment of dismissal was imposed. IInd party has denied adverse allegation about he was not provided documents on request, that enquiry was not conducted properly. IInd party denies that principles of natural justice were not followed by Enquiry Officer. IInd party reiterate that after considering grave misconduct to the report of Enquiry Officer, punishment of dismissal was imposed after issuing show-cause notice. It is submitted that workman is not entitled to any relief.

6. Workman filed rejoinder at Page 9/1 to 9/3 reiterating his contentions in statement of claim. It is submitted that allegation about filling withdrawal vouchers is based on report of handwriting expert. The handwriting expert was not examined in enquiry. Complainants was not examined in DE. The documents were relied by Enquiry Officer is illegal.

7. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

- | | |
|--|---------------------|
| (i) Whether the action of the management of State Bank of India, Gwalior Branch in terminating the services of Shri Tarunkumar Pradhan, Clerk cum-typist from 6-9-95 is legal and justified? | In Negative |
| (ii) If not, what relief the workman is entitled to?" | As per final order. |

REASONS

8. Workman is challenging dismissal. As per order dated 15-10-2012, my predecessor held enquiry conducted against workman is not legal and proper. Management was permitted to prove misconduct before Tribunal. However management failed to adduce in evidence about alleged misconduct. The evidence of management is closed on 30-9-13. Workman has filed affidavit of his evidence on other issues. Workman says he was appointed as clerk-cum-typist in Bank. He was working with devotion. He was served with charge-sheet. The charge-sheet were false. He denied charges. Enquiry was conducted against him. The Account Holders were not examined in enquiry. The charges cannot be proved against him. After dismissal from service, he is unemployed. In his cross-examination,

workman says he was working as clerk. He was unable to tell when Departmental Enquiry was initiated against him. He received charge-sheet Exhibit M-1. The monthly account was prepared by all the employees collectively. He was checking Day Book every day. That withdrawal form of Rs.10,000/- of Shri O.P.Dubey may bear his signature. He had not deposited amount in Account of Shri Mahesh kumar Agrawal. The workman is not acquaint with Santosh kumar and Laxmi Narayan. The evidence of workman is by way of denial of the charges. IInd party has failed to examine any witness to prove charges alleged against workman. IInd party has failed to prove charges alleged against workman. When charges are not proved, the action of dismissal of Ist party workman by IInd party cannot be said illegal. Therefore I record Point No. in Negative.

9. Point No.2- In view of my finding in Point No.1 that charges against workman are not proved, the dismissal of workman is illegal. Question arises whether the workman is entitled for reinstatement with back wages. Workman in his evidence says that after dismissal of service, he was unemployed, he was not engaged in gainful employment. IInd party has not adduced any evidence in its liberty. If evidence of workman is totally appreciated, the evidence doesnot show how he was maintaining his family when he had no source of income. Considering those aspects in my considered view, reinstatement of workman with 40 % back wages would be appropriate. Accordingly I record my finding in Point No.2.

10. In the result, award is passed as under:-

- (1) The action of the management of State Bank of India, Gwalior Branch in terminating the services of Shri Tarunkumar Pradhan, Clerk-cum-typist from 6-9-95 is not legal and proper.
- (2) IInd party is directed to reinstate workman with continuity of service and 40 % back wages.

Amount as per above order shall be paid to workman within 30 days from the date of publication of award. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

R. B. PATLE, Presiding Officer

नई दिल्ली, 25 अगस्त, 2014

का.आ. 2355.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मध्य रेलवे के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 37/03) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/08/2014 को प्राप्त हुआ था।

[सं. एल-41012/131/2002-आईआर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 25th August, 2014

S.O. 2355.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 37/03) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of Central Railways and their workmen, received by the Central Government on 5/08/2014.

[No. L-41012/131/2002-IR (B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/37/03

PRESIDING OFFICER : SHRI R. B. PATLE

Shri Suresh Kumar Sahu,
S/o Shri harilal Sahu,
Ex-Diesel Asstt.
Katni, Kachiwada,
Katni (MP)

.....Workman

Versus

Divisional Railway Manager,
Central Railway,
Jabalpur

.....Management

AWARD

Passed on this 9th day of July, 2014

1. As per letter dated 29-1-2003 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No.L-41012/131/2002-IR(B-I). The dispute under reference relates to:

“Whether the action of the management of Divisional Railway Manager, Central Railway, Jabalpur in terminating the services of Shri Suresh Kumar Sahu, S/o Shri Harilal Sahu, Ex-Diesel Assistant w.e.f. 28-8-98 is legal and justified? If not, to what relief the workman is entitled to?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 5/1 to 5/3. Case of Ist party workman is that he was appointed as Apprentice Assistant Driver after advertisement and examination conducted for said course following selection process. He was appointed on 9-9-96 in pay scale 950-1500. He was declared successful and appointed as Diesel Assistant at Sagar. He was performing his duty to the satisfaction of management. That at the time of his recruitment, he furnished certain information/certificate. That in order of appointment, it was not mentioned that his services could be terminated if the certificates furnished by him was false. He was surprised

that he was placed under suspension from 3-7-98 without assigning any cause. He was orally informed about termination of his services as certificate furnished by him found false. Workman submits that order of his termination was not received by him. The order was not supplied to him. Workman submits that he completed 240 days service. Termination of his service is in violation of Section 25-F of I.D.Act. On such ground, workman is praying for reinstatement with consequential benefits.

3. Management filed Written Statement at Page 10/1 to 10/4. Claim of workman is opposed. Appointment of workman following recruitment process is not denied. That as per Railway Service, workman was asked to submit attestation form duly completed in all respects. Workman has executed the attestation form on 16-9-96. The Attestation form clearly shows that on furnishing false information or suppression of any factual information in the attestation form, his services would be liable to be terminated. Workman had submitted unconditional undertaking to Railway Recruitment Board that his services would be terminated without notice if any information found false.

4. IInd party further submits that on basis of vigilance investigation, it was revealed that the workman obtained employment on the basis of fake certificate, he was suspended from 3-7-98. That in terms of department personal training office Memorandum dated 19-5-93, it was found that Govt. servant not qualified or eligible in terms of service or had furnished false information or produced a false certificate in order to secure employment, such persons should not be retained in service. That workman had obtained employment on basis of fake certificate therefore his services were terminated on 28-8-98. In pursuance of unconditional declaration in the attestation form and memorandum dated 19-5-93, the termination letter was acknowledged on 2-9-98. It is submitted that the services of workman were terminated as he had secured employment on false certificate. Therefore he is not entitled to any relief. Workman is not entitled to reinstatement. IInd party prayed for rejection of claim.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

- | | |
|--|---------------------------------------|
| (i) Whether the action of the management of Divisional Railway Manager, Central Railway, Jabalpur in terminating the services of Shri Suresh Kumar Sahu, S/o Shri Harilal Sahu, Ex-Diesel Assistant w.e.f. 28-8-98 is legal and justified? | In Affirmative |
| (ii) If not, what relief the workman is entitled to?" | Relief prayed by workman is rejected. |

REASONS

6. Workman is challenging termination of his services for violation of Section 25-F of I.D.Act. Management submits that workman secured appointment producing fake/false documents. Workman failed to participate in the reference proceeding. No evidence is adduced by workman. During pendency, workman died. If LRs are brought on record, the LRs are proceeded ex parte 7-12-08. Management filed affidavit of witness Shri Suraj Prasad Choubey supporting contentions of management in Written Statement. Witness of management was not cross-examined. I find no reason to discard his unchallenged evidence. To be precise, claim of workman is not supported by any evidence. Management's witness remained unchallenged therefore I record my finding in Point No.1 in Affirmative.

7. In the result, award is passed as under:-

- (1) The action of the management of Divisional Railway Manager, Central Railway, Jabalpur in terminating the services of Shri Suresh Kumar Sahu, S/o Shri Harilal Sahu, Ex-Diesel Assistant w.e.f. 28-8-98 is legal and proper.

- (2) Relief prayed by workman is rejected.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

R. B. PATLE, Presiding Officer

नई दिल्ली, 25 अगस्त, 2014

का.आ. 2356.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ इंदौर मर्ज्ड भारतीय स्टेट बैंक प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 250/97) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/08/2014 को प्राप्त हुआ था।

[सं. एल-12012/151/96-आईआर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 25th August, 2014

S.O. 2356.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 250/97) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of State Bank of Indore Merged as State Bank of India and their workmen, received by the Central Government on 25/08/2014.

[No. L-12012/151/96-IR (B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR****NO. CGIT/LC/R/250/97****PRESIDING OFFICER : SHRI R.B.PATLE**

Shri Chhaganlal Khichi
Through Shri Ram Nagwanshi,
General Secretary,
All India State Bank of Indore
Employees Congress,
7/1, North Harsidhi, Indore

.....Workman

Versus

General Manager (Operations),
State Bank of Indore,
Merged as State Bank of India
Local Head Office,
Hoshangabad Road, Bhopal

.....Management

AWARD

Passed on this 10th day of July, 2014

1. As per letter dated 5-9-97 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No.L-12012/151/96-IR(B). The dispute under reference relates to:

“श्री छगनलाल खिची आर्म गार्ड को स्टेट बैंक ऑफ इंदौर आंचलिक कार्यालय इंदौर के प्रबंधक द्वारा न्यायालय द्वारा दोषमुक्ति के बाद भी अनुषासनात्मक कार्यवाही करके अत्याधिक कठोर दंडों से उसी अपराध के लिये पुनः दंडित करना क्या न्यायोचित है, यदि नहीं तो संबंधित कर्मकार किस रियायत हेतु पात्र हैं।”

2. After receiving reference, notices were issued to the parties. Union submitted statement of claim at Page 3/1 to 3/9. Case of Ist party Union is that Shri Chhaganlal Khichi, Arm Guard was appointed by IInd party Bank on 21-8-86. He worked with devotion and honesty. On 13-12-91 at 11.40 AM, above named workman had to proceed on leave. He went to sign leave application. Unfortunately gun hang on his shoulder fell on surface and bullet was fired. Said incident was informed to police. Workman was acquitted by Criminal Court. After his acquittal, workman was served with chargesheet dated 1-1-1993. Workman was suspended after the incident and chargesheet issued to him was groundless. In criminal case, witnesses namely Shri Devisingh Thakur, Omprakash, Krishnakant, D.C.Borilal, Narendra, Devendra Laad were examined. Criminal court while acquitting observed that the gun fell on surface accidentally as its hook had broken. Workman was served with notice. Punishment was

proposed to discontinue his special allowance and with hold his two increments with cumulative effect. Workman submits that the Competent Authority has imposed harsh punishment withholding two increments, suspension period treated on duty. Circumstances were not considered by the authorities. Punishment is harsh and illegal. Any kind of enquiry was not conducted. Statement of witnesses were not recorded. The admission of charge had obtained under threats from workman. The punishment is imposed violating principles of natural justice. He was denied opportunity of defence witness. On such ground, Ist party prayed for setting aside order of punishment and prays for consequential benefits.

3. IInd party filed Written Statement at Page 11/1 to 11/6. IInd party submits that it is established under Compensation Act and State Bank of India Act 1959. It has branches in different cities. There are rules for recruitment of clerk and subordinate staff. Workman had shown serious negligence on 13-12-91. Gun on his shoulder fell down and bullet was shoot up causing injury to Branch Officer Mr. Laad. Mr. Laad was seriously injured, he was taken to Choithram Hospital for treatment. Shri Balkishan Sahni was also injured. Because of serious negligence shown by workman Gun fell on surface shooting up bullet. Workman was suspended as per order dated 24-1-92. Subsistence allowance was paid to the workman. Police submitted chargesheet before CGM, Ratlam. In said case, prosecution failed to prove charge. Workman was acquitted on 17-8-93 on technical ground. The decision of Criminal Court doesnot prevent management from initiating departmental enquiry. Chargesheet was issued to workman for misconduct under para-19.12,19.6. workman was served with showcause notice. Workman admitted misconduct against him. Leniency was shown to the workman while imposing punishment withholding 3 increments and treating suspension period on duty. A such the said order doesnot call for any interference by the Tribunal. On such grounds, IInd party prays for rejection of claim.

4. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

- | | |
|---|--|
| (i) Whether the action of the management of Regional Office of State Bank of Indore (India) after acquittal of Shri Chhaganlal Khichi, Arm Guard initiating the departmental enquiry and again imposing seivour punishment is justified? | In Affirmative |
| (ii) If not, what relief the workman is entitled to?" | Workman is not entitled to any relief as claimed by him. |

REASONS

5. Workman is challenging punishment of withholding two increments and treating suspension period on duty. Exhibit W-1 is copy of FIR about incident shows that gun hanged at shoulder of workman fell on surface and bullet was fired from it causing injury at palm of Devendra Laad. Mr. Laad was referred to the hospital for treatment. W-2 is copy of suspension order of workman dated 24-1-92. Suspension order was issued during pendency of enquiry. Exhibit W-3 is copy of chargesheet issued to workman. Charges relates to gun at shoulder of workman fell and bullet was fired from it causing injury at palm of Mr. Laad. The act of workman was serious negligence. Document Exhibit W-2 is reply given to the letter of workman for application for revocation of suspension. The suspension order was revoked and workman was posted at Mandor. He was entitled to full salary and allowances. Exhibit W-5 is letter given by workman to Regional Office of State Bank dated 18-12-93. Exhibit W-6 is showcause notice issued to workman. The proposed punishments were to discontinue special allowance and withhold two increments with cumulative effect. Exhibit W-8 is reply given by workman admitting his guilt. He had committed misconduct. He undertaken not to repeat such act in future. Exhibit W-9 is punishment order, punishment was imposed against workman withholding two increments with cumulative effect. Suspension period was treated on duty. Exhibit W-10 is copy of office memorandum challenging said punishment before the Competent Authority. Exhibit W-11 is copy of order rejecting the appeal.

6. Workman filed affidavit of his evidence. In his cross-examination, workman says that he is working in State Bank of India Javra Branch as Head Cashier, no enquiry was conducted against him. He received chargesheet. He had submitted reply to the chargesheet. He further says that he was forced to admit charge but he did not complained about it to the police or superior officers. His increment was withheld. His appeal was dismissed. The admission of charge by Ist party workman under Exhibit W-8 on 31-1-94 workman did not complained about it to any of the authorities. Said ground is raised only in statement of claim. The evidence of Management's witness Ramesh Kumar Vari supports contentions of management in Written Statement. Management's witness admitted documents Exhibit W-1 to W-12 referred in his cross-examination. He was not posted at Station Road, Branch Ratlam on 13-12-91. He filed affidavit of his evidence as per documents. He claimed ignorance whether list of documents witnesses were supplied to workman. In present case as per document Exhibit W-8 workman admitted charges. There was no question of issuing charges with list of witnesses and documents. Enquiry was not conducted against workman therefore no question arises about legality of enquiry against workman.

7. Learned counsel for management relief on ratio held in Case between Dharmarathmakara Raibahadur Arcot Ramazwamy Mudaliar educational Institution versus Educational Appellate Tribunal and another reported in 1999(7) Supreme Court Cases 332. Their Lordship held in the case where the facts are almost admitted, the case reveals itself and is apparent on the face of the record and inspite of opportunity no worthwhile explanation is forthcoming as in the present case, it would not be a fit case to interfere with the termination order.

In present case, as per Document Exhibit M-8, Ist party workman has unconditionally admitted his misconduct. Action taken against workman cannot be said illegal.

Next reliance is placed between Divisional Controller, Karnataka State Road Transport Corporation versus M.G.Vittal Rao reported in 2012(1) Supreme Court Cases 442. Their Lordship of the Apex Court considering on facts held once delinquent employee was found guilty of all charges and there was due adherence to natural justice while conducting domestic enquiry, punishment of dismissal was proportionate to delinquency.

In present case, chargesheet and evidence of management's witness shows the gun hang at shoulder of workman fell down shooting a bullet Bank Officer Mr. Laad suffered injury at his palm. He was admitted in Choithram Hospital. The misconduct admitted by workman is of serious nature. Security Guard entrusted with gun is expected to be careful that the weapon handed over to him may not cause harm to anybody. Punishment of withholding two increments with cumulative effect cannot be said disproportionate. I record my finding in Point No.1 in Affirmative.

8. In the result, award is passed as under:-

- (1) The action of the management of Regional Office of State Bank of Indore (India) after acquittal of Shri Chhaganlal Khichi, Arm Guard initiating the departmental enquiry and again imposing seivour punishment is justified.
- (2) Workman is not entitled to any relief as claimed by him.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

R. B. PATLE, Presiding Officer

नई दिल्ली, 25 अगस्त, 2014

का.आ. 2357.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पूर्व रेलवे प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण

मुम्बई के पंचाट (संदर्भ संख्या 54/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/08/2014 को प्राप्त हुआ था।

[सं. एल-41011/70/2008-आईआर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 25th August, 2014

S.O. 2357.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 54/2009) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of Western Railways and their workmen, received by the Central Government on 25/08/2014.

[No. L-41011/70/2008-IR (B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT : K.B. KATAKE, Presiding Officer

REFERENCE NO. CGIT-2/54 of 2009

Employers in relation to the Management of
Western Railway

The Divisional Railway Manager
Western Railway
Mumbai Central
Mumbai 400 008.

AND

THEIR WORKMEN.

The Divisional President
Paschim Railway Karmachari Parishad
33, Moti Bhuvan, 2nd floor
Dr. D'Silva Road
Dadar (W), Mumbai 400 028.

APPEARANCES:

For the Employer : Mr. Abhay Kulkarni, Advocate.

For The Workman : Mr. M.B. Anchan, Advocate.

Mumbai, dated the 23rd June, 2014.

AWARD

The Government of India, Ministry of Labour & Employment by its Order No.L-41011/70/2008-IR (B-I), dated 11.06.2009 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of Western Railway Administration, Mumbai by not placing tin the correct seniority in respect of Shri Sanjay Kawale and not paying the scale of Fitter Gr-III is justified? If not, what relief the workman Shri Sanjay Kawale is entitled to ?”

2. After receipt of the reference, notices were issued to both the parties. In response to the notice, the second party workman filed his statement of claim at Ex-6. According to the union workman Shri Sanjay Kamble was appointed as Electric Fitter, Grade-III in the scale of 950-1500 alongwith 28 other candidates against 25 % quota of direct recruitment and he has taken charge of the said post from 28/12/1988. Out of 28 candidates, 26 were sent for training of six months. The workman and one more have already undergone three years training of NCTVT sponsored by the Western Railway. Therefore they were not sent for training. In the circumstances management ought to have appointed the workman as ELF-III in the scale of 950-1500 w.e.f. 28/12/1988. However management treated him as an apprentice like the other panel candidates and paid only stipend of Rs.900/- p.m. with 30% D.A. He was appointed as temporary ELF-(RAC) in the scale of 950-1500 along with five employees and posted against the 25 ELF-Grade-III from direct quota against the 23 newly created vacancies.

3. The union claims that, workman ought to have appointed from 21/12/1988 to the said post and the other should be appointed subsequently. He was not given seniority at the time of his initial appointment. On 9/5/1996, out of 51 employees, 24 employees were promoted to ELF-II in the scale of Rs.1200-1800 (RP). The Union claims that workman ought to have been promoted to the said scale from 1/10/1991. According to the union the name of workman should have been at Sr. no.5. However he was not called for selection and was not promoted. The next promotion was to the post of ELF-I in the scale of 1320-2040. In the said promotion order name of workman should have been at Sr no.38. However neither he was called for selection, nor promoted whereas his juniors were promoted as ELF-I. The union further submits that his next promotion was to the post of Master Craft Fitter (MCF) in the scale of Rs.5000-8000. His junior Mr. Kishore Naik and Mr. Ramchandra Shukla were promoted to the said post in March 2008. His juniors were further promoted to the post of Jr. Engineer in the scale of 5500-9000 and he was denied the promotion to the above referred posts. He is infact entitled to the seniority and promotions as stated hereinabove. The workman made several representations to the Railway Administration. The said issue was also raised in the PNM Meeting by Western Railway Mazdoor Sangh held on 25/26-09-1996. The workman had also approached CAT, Mumbai vide OA no.457/2000. The said application was rejected by CAT

vide its order dt.1/6/2001 on the ground of delay in filing the application. The union submits that workman Mr. Sanjay Kawale who was appointed as a regular ELF-III in the scale of 950-1500 from 28/12/1988, therefore he is entitled to seniority from 28/12/1988 and should be considered for further promotion to the post of ELF-II, ELF-I and to the post of MCF, Jr. Engineer-II from March 2008. Therefore union prays that the management be directed to promote him and to pay him the arrears in pay and allowances and consequential benefits.

4. The management resisted the statement of claim vide their written statement At Ex-8. According to the management the claim of the union is stale and cannot be adjudicated at such a belated stage. It is well settled principle of law that in the matter of fixation of seniority and promotion, the claim of purportedly agreed employee should not be entertained after expiry of six months from the date of promotion. The dispute is also bad in law in as much as the statement of claim is filed on 17/02/2010 for fixation of seniority w.e.f. 1988 and further promotions are claimed on the basis of said fixation of seniority. If such stale claim is entertained at this stage the same would cause grave prejudice and irreparable loss not only to the management but also to the employees who had been promoted during the intervening period. It is well settled principle of law that in dispute related to promotion, the promotees who may be affected in case the claim is allowed, must be made parties to the reference. Thus the union is making an attempt to disturb seniority of promotes who are not parties to this reference.

5. According to the management selection of a person appointed as 25% direct quota are based on written test and interview. Selected candidates are sent for training of six months after a panel is prepared as per the points obtained by the candidates. Since workman had undergone NCTVT training, he was not required to undergo training of 6 months but he voluntarily opted to attend the said training. Stipend was paid to workman as he had opted for training. Five candidates were appointed in accordance to their serial number in the panel. Since Mr. Kawale was at Sr. no.8 of trade RAC/MGCT he was not appointed and at no point of time he raised any grievance about his seniority number. When next vacancies arose in 2/4/1991, workman was appointed and subsequent promotions were also granted to him. Workman cannot seek relief of being placed in the seniority above the candidates who secured higher marks than him. Management denied the allegation that the workman was wrongly placed in the seniority. According to them as union had approached CAT, they are estopped from re-agitating this issue before this Tribunal. Management therefore prays that the reference be rejected with cost.

6. Following are the issues for my determination. I record my findings thereon for the reasons to follow:

Sr. Issues No.	Findings
1. Whether the action of management of Western Railway in not placing the correct seniority of Mr. Sanjay Kawale and not paying him scale of Fitter Grade-III is justified?	Yes.
2. If not, whether the workman Mr. Sanjay Kawale is entitled to get the seniority and pay scale as prayed for?	No.
3. What relief the workman is entitled to?	No relief.
4. What order?	As per order below.

REASONS

Issues nos. 1 to 3 :-

7. In this respect at first the management has raised the point of limitation. According to the management dispute in respect of fixation of seniority since the year 1988 cannot be raised after more than 20 years. It is raised in the year 2010. For the delay of more than 20 years for raising the dispute is not explained by the union or workman. Furthermore if the seniority of the workman is accepted as claimed, it would disturb the seniority of many other employees who were promoted since 1988 till 2010. Therefore it was rightly pleaded on behalf of the first party that claim of the union is stale claim and cannot be entertained.

8. The second objection raised on behalf of the first party is that in case the claim of the workman is accepted and he is given seniority, since 1988 the other employees who were already given promotion twice or thrice, their seniority would be disturbed without hearing them. It is well settled principle of natural justice that no person shall be condemned unheard. The other employees who were already promoted for more than two three times since 1988, their seniority would be disturbed. Therefore they were necessary parties to this reference. Their seniority cannot be disturbed without giving them chance of hearing. Chance of hearing cannot be given unless they are made party to this Reference. On this count also the claim is not tenable as the other employees whose seniority is likely to be disturbed are not made party to this dispute.

9. Furthermore the ld. adv. for the first party pointed out that the workman has admitted in his cross that he was appointed in 1991 when there was vacancy. It indicates that he was rightly appointed to the promotional post. Therefore he has not raised any dispute for more than 20 long years. Now he cannot raise the dispute that too without impleading the employees in the reference whose seniority is likely to be disturbed. In the circumstances I come to the conclusion that the claim of the Union is devoid of merit in respect of promotion of the workman and paying the scale in the promoted post.

Therefore I hold that the action of the management is quite justified. Accordingly I decide this issue no.1 in the affirmative. Consequently I also hold that workman Mr. Sanjay Kawale is not entitled to get the seniority and pay scale as prayed for. Accordingly I decide these issue no.2 & 3 in the negative and proceed to pass the following order:

ORDER

Reference stands rejected with no order as to cost.

Date: 23.06.2014

K. B. KATAKE, Presiding Officer

नई दिल्ली, 25 अगस्त, 2014

का.आ. 2358.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ इंदौर मर्ज्ड भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 29/02) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/08/2014 को प्राप्त हुआ था।

[सं. एल-12011/41/2001-आईआर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 25th August, 2014

S.O. 2358.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 29/02) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of State Bank of Indore Merged as State Bank of India and their workmen, received by the Central Government on 25/08/2014.

[No. L-12011/41/2001-IR (B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/29/02

PRESIDING OFFICER : SHRIR. B. PATLE

General Secretary,
Dainik Wetan Bhogi Karmchari Sangthan,
F-1, Darambhum, Trapti Vihar,
Opp. Engineering College,
Ujjain (MP)

.....Workman/Union

Versus

General Manager (Operations),
State Bank of Indore,
Merged as State Bank of India
Local Head Office,
Hoshangabad Road,
Bhopal

.....Management

AWARD

Passed on this 10th day of July 2014

1. As per letter dated 25-1-02 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No.L-12011/41/2001-IR(B-I). The dispute under reference relates to:

“Whether the action of the General Manager of State Bank of Indore in not considering to count the past services in the probation period of 57 workers (as per list attached) is justified? If not, to what relief the workers are entitled?”

2. After receiving reference, notices were issued to the parties. Union submitted statement of claim. Case of Union is that 57 employees appointed are entitled to bonus under Section 8 of Payment of Bonus Act and para-20.8 of Bipartite Settlement. The employees working on daily wages has raised dispute before ALC, Indore. The dispute was settled between parties on 13-7-93. The employees working 240 days in an year be given appointment on permanent post. Daily wage employee completed less than 240 days could not be discontinued. Said settlement was signed by representatives of the parties. IInd party did not implement said settlement. Union raised dispute before ALC, Bhopal. It is further submitted that 57 daily wage employees completing 240 days in a year list was displayed by ALC for permanent appointment. That 21 persons from the list as per seniority were appointed after completing the formalities. As per Para 20.8 of Bipartite Settlement dated 19-10-66, dispute was raised before ALC claiming bonus. It is reiterated that directions be issued for payment of bonus to 57 daily wage employees. That working on daily wages of those 57 employees be considered as part of probation period. Directions be issued for payment of bonus.

3. IInd party filed Written Statement at Page 8/1 to 8/7. Claim of Ist party Union is denied. Preliminary objection is raised that the dispute referred is vague. Government of India was sending incomplete reference not considered whether probation period in respect of seniority or other purposes. The daily wage employees were employed temporarily. He cannot be treated to be appointed on probation. Objection is raised that so called General Secretary Ram Nagwanshi is a dismissed employee of State Bank of India. He cannot represent employees of the Bank. IInd party submits that it is established under SBI Act,

1959 having zonal and regional offices. The Bank has service regulations for recruitment of clerical and subordinate cadre. The issue of regularizing services of daily wage casual employees was raised by the union operating in the Bank. Union were pressing hard to absorb daily wagers who completed 240 days service and fulfilled academic qualifications. Settlement was arrived on 13-7-93 between bank and Union. In terms of said settlement, one time opportunity or absorption on permanent basis in subordinate cadre as peon cum farrash was given to daily wage employees who put more than 240 days service in consecutive months.

4. That candidates found suitable by Committee were given appointment and observed in the vacancies in the Bank. Daily wage workers who put more than 240 days service in 12 consecutive months were satisfying eligibility criteria have been absorbed. It is reiterated that the eligible daily wage employee were regularized. Claim of Union is vague. Such claim cannot be allowed. Claim about probation is allowed. The seniority of candidates selected after following recruitment process be given. On such ground, IInd party prays for rejection of claim.

5. Union filed rejoinder at Page 10/1 to 10/3 reiterating its contentions in Statement of claim.

6. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

- | | |
|--|---|
| (i) Whether the action of the General Manager of State Bank of Indore in not considering to count the past services in the probation period of 57 workers (as per list attached) is justified? | In Affirmative |
| (ii) If not, what relief the workmen are entitled to?" | Workmen are not entitled to relief claimed by them. |

REASONS

7. Along with order of reference, list of employees is received. The claim pertaining to probation period of 57 employees is denied. The terms of reference doesnot include other reliefs prayed in statement of claim. Though affidavit of evidence is filed by Shri R.Nagwanshi himself, however he did not produce himself for cross-examination. As per ordersheet dated 15-6-2011, his evidence cannot be read into. Thus claim of Ist party Union is not supported by witnesses. Copy of settlement is produced at Exhibit W-1. Clause I of the said settlement provides one time opportunity for absorption on permanent basis in subordinate cadre as peon cum farrash will be given to temporary employees who have put in more than 240 days of service in a period of twelve consecutive months

provided they satisfy the eligibility criteria laid down under the Bank's rules such as minimum educational qualifications, age etc. That list of such temporary employees based on information available with the Bank was prepared. They were called to appear for interview. Those who failed to appear for the interview shall not be considered for permanent appointment in the Bank. Para-3 of Exhibit W-1 provides after verification of the details submitted by the employees, those found eligible shall be interviewed by a Committee constituted by the bank. Para-7 provides the cases of those who have worked for less than six hours in a week will not be covered under this settlement. Para-8 provides those persons who have put in more than 240 days service but who donot possess the educational standard required for the post of peon, the status quo regarding the present employment will be given preference in appointment for part time or full time vacancies as per the rules of the Bank.

8. No evidence is adduced by Ist party. As such claim of Ist party Union is not supported by any thread of evidence. Management's witness Deepak filed affidavit of his evidence covering most of the contentions of management in Written Statement. In cross-examination, he claims ignorance whether those 57 candidates after interview result was not declared for 3 years. The witness claims ignorance about material questions asked to him. He did not discuss about list of those persons with his possession. To sum up, the claim of Union is not supported by evidence therefore I record my finding in Point No.1 in Affirmative.

9. In the result, award is passed as under:-

- (1) The action of the General Manager of State Bank of Indore in not considering to count the past services in the probation period of 57 workers is legal and proper.
 - (2) Union is not entitled to any relief as claimed by them.
10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

R. B. PATLE, Presiding Officer

नई दिल्ली, 25 अगस्त, 2014

का.आ. 2359.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ इंदौर मर्जड भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 15/00) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/08/2014 को प्राप्त हुआ था।

[सं. एल-12012/332/99-आईआर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 25th August, 2014

S.O. 2359.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 15/00) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of State Bank of Indore Merged as State Bank of India and their workmen, received by the Central Government on 25/08/2014.

[No. L-12012/332/99-IR (B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/15/00

PRESIDING OFFICER : SHRIR. B. PATLE

Shri H.P.Khajuria,
Asstt. General Secretary,
Akhil Bhartiya Adhinasth Bank Karmchari Sangh,
Central Office, Huzrat Pul,
Opp Ashoka Palace, Lashkar,
GwaliorWorkman

Versus

General Manager (Operations),
State Bank of Indore,
Merged as State Bank of India
Local Head Office,
Hoshangabad Road,
BhopalManagement

AWARD

Passed on this 11th day of July 2014

1. As per letter dated 11-1-00 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12012/332/99/IR(B-I). The dispute under reference relates to:

“Whether the action of the management of State Bank of Indore in terminating the service of Shri Nandkishore Sen w.e.f. 2-8-97 is justified? If not, to what relief the workman is entitled to?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 4/1 to 4/2. Case of workman is that he was employed as peon in Morar branch in State Bank of Indore on 15-9-93 on daily wages. He was paid Rs.50/- per day. Vouchers were maintained in the Bank. His services were terminated on 2-8-97 by Branch Manager. One Kamal has been appointed in his place. That he completed 240 days

continuous service. His services are terminated in violation of Section 25-F of I.D.Act to accommodate other person. He continuously worked for 5 years. The termination of his service is in violation of Shastri Award, Desai Award and Bipartite settlement. He prays for reinstatement with back wages.

3. IInd party filed Written Statement at page 5/1 to 5/8. IInd party raised preliminary issue that workman was not permanent employee. He worked from time to time as casual worker to supply water for 2 hours in Morar branch of the Bank. Engaging casual labours for few days doesnot give right for absorption in service. IInd party denied that workman had completed 240 days continuous service as workman was engaged on daily wages. As per exigencies, there was no question of termination of his service. Workman was not entitled to absorption in Bank service. All other adverse contentions of workman have been denied. IInd party prays for rejection of claim of workman.

4. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

- | | |
|---|--|
| (i) Whether the action of the management of State Bank of Indore in terminating the service of Shri Nandkishore Sen w.e.f. 2-8-97 is justified? | In Affirmative |
| (ii) If not, what relief the workman is entitled to?” | Workman is not entitled to any relief. |

REASONS

5. Though workman is challenging termination of his service for violation of Section 25-F, H of I.D.Act, he failed to submit his evidence. Evidence of workman was closed on 1-6-2011. Management filed affidavit of evidence of Shri Udaymansingh Tomar, Branch Manager. Management's witness supported contentions prayed in Written Statement filed by the management. That workman was not employee of the Bank. He was casually engaged as per exigencies. Evidence of management's witness remained unchallenged. There is no evidence to support contentions of workman. I record my finding in Point No.1 in Affirmative.

6. In the result, award is passed as under:-

- (1) The action of the management of State Bank of Indore in terminating the service of Shri Nandkishore Sen w.e.f. 2-8-97 is proper and legal.
 - (2) Relief claimed by workman is rejected.
7. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

R. B. PATLE, Presiding Officer

नई दिल्ली, 25 अगस्त, 2014

का.आ. 2360.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट (संदर्भ संख्या 1000/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/08/2014 को प्राप्त हुआ था।

[सं. एल-12012/177/2004-आईआर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 25th August, 2014

S.O. 2360.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1000/2005) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, No. II Chandigarh as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 25/08/2014.

[No. L-12012/177/2004-IR (B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.

Present : Sri Kewal Krishan, Presiding Officer

Case No. I.D. No. 1000/2005

Registered on 16.9.2005

Sh. Sat Pal, S/o Sh. Pritam Chand,
R/o #271A,
Shaheed Babu Labh Singh Nagar,
Jalandhar City

.....Petitioner

Versus

The Assistant General Manager,
State Bank of India,
Zonal Office, Pb, SCO No.101-108,
Sector 17, Chandigarh

.....Respondents

APPEARANCES

For the workman : Sh. D.C. Mittal, Adv.

For the Management : Sh. S.K. Gupta, Adv.

AWARD

Passed on- 22.7.2014

Central Government vide Notification No. L-12012/177/2004 (IR(B-I)) Dated 20.12.2004, by exercising its

powers under Section 10 Sub section (1) Clause (d) and Sub section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of State Bank of India, Chandigarh in dismissing Sh. Sat Pal, Ex-Clerk-cum-Cashier, from service vide order dated 30.9.2002 is just and legal? If not, to what relief the workman is entitled to?”

In response to the notice, the workman appeared and submitted statement of claim pleading that he was working as Clerk-cum-Cashier with the respondent management at Chabbal Kalan Branch, District Amritsar. He was placed under suspension and was not paid subsistence allowance and on that account he could not participate in the inquiry proceedings. The Inquiry Officer conducted the inquiry and he was dismissed from service vide order dated 30.9.2002. He has challenged the order of dismissal on the ground that he was not given proper opportunity of being heard by the Inquiry Officer which is against the principle of natural justice. He requested the Inquiry Officer to stay the proceedings during the pendency of the criminal case and as such the inquiry proceedings are illegal. He was not supplied the inquiry report along with the show cause notice and therefore the impugned order is not sustainable. His appeal was also dismissed by the appellate authority without application of mind.

It is further pleaded that he was sanctioned a house loan of Rs.4,29,000/- on 13.7.2000 and his retiral benefits of Rs.81,711/- were adjusted in that account despite the fact, he has already deposited Rs.1,09,211/-. That the management also issued notice asking him to discharge his liabilities which is not legal. This conduct of the management shows that the management is bent upon for causing loss to him.

Since the order of dismissal is illegal and void, he be reinstated in service with full back wages.

Respondent management filed written reply pleading that workman raised a fictitious debit entry of Rs. 4, 24, 364/- in the account while preparing pension for the month of 2000 and the amount was credited in the account of Sh. Balbir Singh, pensioner. The workman withdrew Rs.1,92,000/- under forged signature of Rajinder Kaur with whom Balbir Singh had a joint account. Thus workman committed a fraud, and after conducting regular inquiry he was rightly dismissed from service. Proper opportunity of hearing was given to the workman and he was also served with the copy of the report along with show cause notice.

The workman was charge-sheeted on account of the following charges:-

CHARGE-SHEET

1. While you were working on pension setat. You prepared the pension payment scroll relating to the pension payable to the pensioners in the month of February, 2000. You raised a superfluous debit of Rs.4,22,785/- to the Govt General Account-Focal Point Link Branch account and credited the amount of Rs.424364/- instead of Rs.1579/- to Saving Bank Account No.: _-3/2666 of Sh. Balbir Singh without any authority on 6.3.2000 with the ulterior motive to defraud the Bank with Rs.4,22,785/-. All the relative debit and credit vouchers were prepared by you and get them passed from the authorized officer.
2. You allegedly connived with Sh. Balbir Singh holder of a S/B Account No.P-3/2666 and prepared a debit voucher for Rs.422000/-, got its confirmation from him and diverted the above said amount to S/B Account No.P-2298 jointly held by him with Smt. Rajinder Kaur (his wife) with ulterior motive to defraud the Bank.
3. While you were not working on S/B seat, you prepared a withdrawal of Rs.100000/- on 14.6.2000 under the forged signature of Smt. Rajinder Kaur to debit her Joint S/B account No.P-5/P-2298 you issued token to the fraudulent/purported presenter, posted the said voucher in S/B A/C No:P-5/P-2298 and get it passed for payment from an authorized Officer without producing the ledger and received the payment in an unauthorized manner and thus committed the and defrauded the bank.
4. Again on 19.8.2000 though you were not working on S/B seat, prepared another withdrawal of Rs.22000/- with the forged signatures of Smt. Rajinder Kaur. You issued token to the fraudulent/purported presenter posted the same in joint S/B Account No:P-5/P-2298. You used your official position to get its payment from the concerned cashier in an unauthorized manner and defrauded the bank.
5. On 1.9.2000 though you were not working on S/B seat. You prepared a withdrawal of Rs.70,000/- under the forged signatures of Smt. Rajinder Kaur, holder of Joint S/B Account No:P-5/P-2298. You issued token to the fraudulent/Purported presenter, posted the withdrawal in his account. You used your official position to get its passed for payment in an unauthorized manner and got the payment from the cashier and defrauded the bank.

Vide order dated 23.8.2010, the inquiry was held to be proper and fair and it was further observed that workman was provided full opportunity to participate in the inquiry. This order has not been challenged and has attained finality. The only contention raised by the learned counsel for the workman is that workman has been acquitted in a criminal case vide judgment dated 28.3.2007, and therefore,

his dismissal from service on account of fraud and forging of documents is not justified and the punishment awarded is harsh and is liable to be set aside.

I have considered the contention of the learned counsel.

The workman did not appear before the inquiry officer despite service of notice on several occasions and the Inquiry Officer proceeded with the inquiry. He recorded the statements of several witnesses and several documents were also produced before him after scrutinizing the evidence, he found the charges proved against him vide his detailed inquiry report dated 1.5.2002. The punishing authority after considering the inquiry report, passed the impugned order.

There is no defect in the inquiry proceedings and the same has already been held to be fair and proper vide order dated 23.8.2010.

As per judgment dated 28.3.2007, the workman was acquitted by the Court regarding the same charges but the same do not ipso facto entitle the workman to get any benefit as the Inquiry officer scrutinized the evidence led before him minutely and then came to the conclusion that charges are proved against him and in the circumstances no benefit can be given to the workman and in this respect reliance may be placed on Suresh Pathrellla Vs. Oriental Bank of Commerce reported in 2007 (3) RSJ 1, wherein it was observed in para 8 of the judgment as follows:-

“In our view, the findings recorded by the learned Single Judge are fallacious. This court has taken the view consistently that acquittal in a criminal case would be no bar for drawing up a disciplinary proceeding against the delinquent officer. It is well settled principle of law that the yardstick and standard of proof in a criminal case is different from the disciplinary proceeding. While the standard of proof in a criminal case is a proof beyond all reasonable doubt, the proof in a departmental proceeding is preponderance of probabilities.”

The workman was a bank officer and he committed fraud by forging entries in the bank accounts. It is a settled law that a bank officer is required to exercise higher standards of honesty and integrity. He deals with the money of depositors and the customers and is required to take all possible steps to protect the interest of the bank. Since the workman wrongly debited and credited the entries in the bank account and himself withdrew the amount; he is guilty of gross misconduct and the penalty imposed on him cannot be said to be excessive and no ground is made out to interfere with the same.

Thus the action of the management in dismissing the workman from service is legal and valid and workman is not entitled to any relief. The reference is accordingly answered against the workman. Let hard and soft copy of the award be sent to the Central Government for further necessary action.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 25 अगस्त, 2014

का.आ. 2361.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ इंदौर मर्ज्ड भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 94/09) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/08/2014 को प्राप्त हुआ था।

[सं. एल-12011/2/2009-आईआर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 25th August, 2014

S.O. 2361.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 94/09) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of State Bank of Indore Merged as State Bank of India and their workmen, received by the Central Government on 25/08/2014.

[No. L-12011/2/2009-IR (B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/94/09

PRESIDING OFFICER : SHRI R.B. PATLE

General Secretary,
Pratarit Karmachari Kalyan Manch,
F-1, Tripti Vihar Opp. Engg. College,
Karma Bhoomi, UjjainWorkman/Union

Versus

General Manager (Operations),
State Bank of Indore,
Merged as State Bank of India
Local Head Office,
Hoshangabad Road,
BhopalManagement

AWARD

Passed on this 8th day of July 2014

1. As per letter dated 20-10-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No.L-12011/2/2009-IR(B-I). The dispute under reference relates to:

“Whether the action of General Manager (Treasury), State Bank of Indore, Indore in not making payment of pension to Shri S.R.Prajapati is justified? If not, to what relief the workman is entitled to?”

2. After receiving reference, notices were issued to the parties. Ist party workman through Secretary of Union submitted statement of claim. Case of workman is that he was working as clerk in State Bank of Indore. Said Bank is merged in State Bank of India on 12-11-1997. Pension papers were submitted. Workman was informed vide letter dated 20-11-97 about registration of pension bearing No. 01046. Ist party workman was informed by letter dated 19-3-01 that 3 increments were given instead of termination of his service. The workman has referred to it. Letters were sent to the Bank in the matter of payment of Provident Fund. That delay was caused in the matter of payment of Provident Fund, Pension. Workman claimed all those amount with interest.

3. IInd party is proceeded exparte. Terms of reference is clear that only it is to be decided whether IInd party in not making payment of pension to workman is legal or not.

4. Ist party workman submitted in writing that he has been compulsorily retired. Option for pension was submitted by him. Amount of Provident Fund and pension are transferred in Account No. 01046. It appears claim of pension has already been satisfied. The amount is credited in above account of the workman. Therefore the reference stands disposed off as satisfied.

5. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

R. B. PATLE, Presiding Officer

नई दिल्ली, 25 अगस्त, 2014

का.आ. 2362.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एल आई सी ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 47/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/08/2014 को प्राप्त हुआ था।

[सं. एल-17012/36/2001-आईआर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 25th August, 2014

S.O. 2362.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 47/2005) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of LIC of India and their workmen, received by the Central Government on 25/08/2014.

[No. L-17012/36/2001-IR (B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE**BEFORE SHRI J.P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR****Case No. CGIT/NGP/47/2005**

Date : 18.07.2014.

Party No. 1 : The Senior Branch Manager,
LIC of India, City Branch,
Kingsway, Nagpur-440006**Party No. 2** : Shri Bhaurao Anadkar,
No. 2/11.Hudco Colony,
LIG-1, Behind Jaripatka Police Station,
Nara Road, Nagpur-440006.**AWARD**

(Dated: 18th July, 2014)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of LIC of India and the applicant, Shri Bhaurao Laxmanrao Anandkar, for adjudication, as per letter No. L-17012/36/2001-IR (B-I) dated 26.05.2005, with the following schedule:-

"Whether the action of the management of LIC of India in terminating the services of Shri Bhaurao S/o Laxmanrao Anandkar w.e.f. 06.06.2001 is justified? If not, what relief he is entitled to?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the applicant, Shri Bhaurao Laxmanrao Anandkar, ("the "applicant" in short) filed the statement of claim and the management of LIC of India, ("Party No. 1" in short) filed its written statement.

The case of the applicant as presented in the statement of claim is that he was employed as a peon by party No.1 in its office on 06.1.1998 and he continued as such up to 06.06.2001, without any break in service and he also performed overtime duties for 2355 hours and though he had put in more than 240 days of service without any break, he was retrenched from service by party No.1 without compliance of the provisions of LIC's Service Rules and the provisions of Section 25-F of the Act and the documents No 1 to 25 fully support his claim.

The applicant has prayed for his reinstatement in service with full back wages and consequential benefits.

3. The party No.1 in its written statement has pleaded inter-alia that Life Insurance Corporation of India ("LIC" in short) is a body corporate established under the provision of section 3 of the Life Insurance Corporation Act, 1956 ("Insurance Act" in short) and in accordance

with the provisions of section 23(1) of the Insurance Act, it is empowered to engage such number of employees as it deems fit to carry out its functions and business and under section 48 of the Insurance Act, the Central Government is empowered to make rules in respect of the aforesaid enactment and in accordance with the provisions of section 49 of the Insurance Act, LIC has framed regulations, which are known as Life Insurance Corporation of India (Staff) Regulations, 1960 ("the Regulations" in short) and section 49 of the Insurance Act, before its amendment by the amended Act of 1981, empowered the LIC to make regulation providing for the terms and conditions of services of the employees of LIC including the transferred employees and accordingly, the LIC framed the regulations and as a consequence of the Amendment Act among others, the Central Government was empowered to make rules to provide for the terms and conditions of services of the employees of LIC, vide clause (cc) of sub-section 2 of section 48 and the Regulations and other provisions in force, immediately before the commencement of the Amendment Act shall be deemed to be the Rules made by the Central Government under section 48(2) (cc) and (c) and the Rules made by the Central Government shall have the effect notwithstanding anything contained in, among others, the Industrial Disputes Act, 1947 or any other law for the time being in force and the Regulations are having statutory effect and thus the Regulations are having overriding effect notwithstanding anything contained in the Act or any other enactment, settlement or award for the time being in force and Regulation 4 of the Regulations empowers the Chairman of LIC to issue instructions from time to time to carry out the provisions of the Regulations and Regulation 8(1) of the Regulations provides that, "Notwithstanding anything contained in these Regulations, a Divisional Manager may employ staff in class III and IV on a temporary basis subject to such general or special directions as may be issued by the Chairman from time to time and according to Regulation 8(2), "no person appointed under sub-regulation (1) shall only by reason of such appointment be entitled to absorption in the service of LIC or claim preference for recruitment to any post"

It was further pleaded by the party No.1 that the applicant was never appointed by it at any point of time as alleged and he had never worked as a peon or in any other post either as a permanent or a temporary, badli and part time employee or even as a casual labourer and it has its own recruitment procedure. Rules and Regulations and no appointment can be made by the Senior Branch Manager without following the prescribed recruitment procedure and the claim of the applicant is far from truth and the City Branch, Nagpur is the biggest branch amongst 26 branches under the jurisdiction of its Nagpur Divisional Office and there are about 600 agents working in the branch and in the year 1998 to 2001 during which, the applicant

has falsely claimed to have worked as a peon, the number of agents were perhaps was still more and many persons work for the agents in the office of City Branch to assist them for payment of premiums, settlement of claims, revival of lapsed policies, nominations and assignments etc. of the policies taken by their policy holders and such persons become familiar with the staff in course of time and they establish friendly relationship with the staff working in the office and many a time they volunteer to do some of the jobs in the office to help the staff and the applicant might had been engaged by some agent and his service might had been utilized by such agent during the material time and taking advantage of his friendly relation with the staff, he manipulated the office record to his advantage, with a view to make a false claim and as the workman was neither employed nor engaged by it in any capacity, he is not entitled to any relief.

4. In the rejoinder, the applicant after reiterating the facts mentioned in the statement of claim has pleaded that the decisions cited by the party No.1 in the written statement have no application at all to the present case in hand.

5. It is necessary to mention here that in this reference, award had been passed on 24.08.2009, directing the party No. 1 to reinstate the applicant as a peon with continuity and full back wages, as no written statement was filed by party No.1. However, the party No.1 approached the Hon'ble High Court of Judicature at Bombay in Writ Petition No.936 of 2011 against the said award and the Hon'ble High Court by order dated 27.09.2011 quashed and set aside the award and remanded the matter for a fresh decision.

6. Both the parties have adduced oral evidence in support of their respective claims, besides placing reliance on documentary evidence.

The applicant has examined himself as the only witness in order to prove his case. In his examination in chief on affidavit, the workman has reiterated the facts mentioned in the statement of claim and rejoinder. However, in the cross-examination, he has admitted that no appointment letter was issued by the management for his appointment and his name was not sponsored by the Employment Exchange for his appointment and there was also no paper advertisement by the LIC for appointment of peon in the office and he did not appear in any written examination before his appointment and no medical examination was also conducted before his appointment and he had not signed any muster roll. The applicant in his cross-examination has further admitted that in annexures, 1, 2, 4 to 9, 14 to 16 and 18 to 20, his name has not been mentioned, authorizing him to receive the forms and other articles and in annexure-3, he has corrected the name from "Bhimrao" to "Bhaurao" and added "Anandkar" to the same and in annexure-10, he has written

his name Bhaurao Anandkar in his own handwriting and annexures 11 to 13 and 22 to 25 are prepared by him and he has not filed any document to show that LIC had paid him salary for the period in question and the documents filed by him were not supplied to him officially and he has also not obtained the same by filing application in LIC office for supplies of copies of the same and he has obtained the copies of the said documents himself.

7. The evidence of the witness for the party No.1, Jiban Gopal Maity on affidavit is in the line of the stands taken by the party No.1 in the written statement. In the cross-examination, this witness has stated that he has no personal knowledge about the case of the workman and the contents of his affidavit are based on documents available in the office and no report was submitted against the workman to the police for the alleged manipulation of the official records of LIC.

8. At the time of argument, it was submitted by the learned advocate for the applicant that the applicant was employed as a peon in the office of the office of Nagpur Branch No. 971 of party No.1 with effect from 06.11.1998 and he worked continuously up to 06.06.2001 without any break in service and he also performed overtime duties for 2355 hours and he was a workman and as he had performed continuous work for more than 240 days during a period of 12 calendar months, his services were covered under the provisions of Section 25-B of the Act and the case of the applicant has been fully proved by the documents filed by him and the oral evidence adduced by him and the applicant was retrenched from service illegally and without following or complying the provisions of Section 25-F of the Act and neither any letter of termination was served on the applicant nor any retrenchment compensation was paid to him at the time of termination of his services and as the termination of services of the applicant was illegal, he is entitled for reinstatement in service with continuity and full back wages.

9. Per contra, it was submitted by the learned advocate for the party No.1 that the applicant was never employed by party No.1 in any capacity in the office of its Nagpur Branch No. 971 and as such, there is no question of his working for more than 240 days or over time, retrenchment of his service and compliance of the provisions of Section 25-F of the Act and it is clear from the evidence on record including the own admission of the applicant in his cross-examination and virtually the un-challenged testimony of the witness for the party No.1 that the applicant has manipulated the documents filed by him, only to make a false claim and the applicant is not entitled to any relief.

It was further submitted by the learned advocate for the party No.1 that in view of the Rules made by Central Government under clause (cc) of Section 48 (2) of the Insurance Act, the provisions of the Act or any other law for the time being in force are not applicable to the

corporation in the matter to which the provisions of Staff Regulations, 1960 apply and in case of conflict between the Act and the Staff Regulations, the Staff Regulations shall prevail and Regulation 8 of Staff Regulation deals with temporary staff and empowers the authorities mentioned therein to employ person on temporary basis to the post of Class III & IV and it further provides that no person appointed on temporary basis shall be entitled to claim absorption in service or preference for recruitment to any post and as such, the provisions of the Bombay Shops and Establishment Act and the Industrial Employment (Standing Order Act) have no application to the corporation regarding the terms and conditions of appointment of the employees on permanent or temporary basis and as such the reference is devoid of any merit and is liable to be rejected.

In support of such contentions, reliance has been placed on the decisions reported in AIR 1994 SC-1343 (M. Venugopal Vs. The Divisional Manager, LIC of India) and the decision of the Hon'ble High Court of Judicature at Bombay in W.P. No. 1655 of 2002 (Life Insurance Corporation of India Vs. Ravindra Vyankat Ladhe and Others).

It was further submitted by the learned advocate for the party No.1 that not admitting, but for the sake of argument, even if, it is held that the applicant was engaged temporarily by the Party No. 1 and the provisions of the Act are applicable to the case of the applicant, still then, he is not entitled to any relief, as there is no evidence on record to show that the applicant had in fact worked for 240 days in the preceding 12 calendar months of the alleged date of termination i.e. 06.06.2001.

10. In this case, the applicant though has claimed that he was employed by the Senior Branch Manager of Nagpur Branch as a Peon on 06.11.1998, neither in the statement of claim nor in the rejoinder nor in his evidence on affidavit, he has mentioned as to how he was employed as a Peon. The applicant has also not pleaded as to how and by whom he was retrenched from service. The applicant has not filed any order of employment or retrenchment. The applicant has not pleaded anything about payment of salary or wages by Party No.1, for his employment. He has also not filed a scrap of paper showing payment of remuneration by Party No.1 in support of his claim of such employment. In his evidence on affidavit also, the applicant has not whispered a single word about payment of remuneration by Party No.1 to him for any such employment.

The applicant in his cross-examination, has categorically admitted that he did not sign any muster roll and in annexures 1, 2, 4 to 9, 14 to 16 and 18 to 20 (The documents filed by the workman himself), his name has not been mentioned, authorizing him to receive the forms

and other articles. He has further admitted that in annexure-3, he had corrected the name of "Bhimrao" to "Bhaurao" and added "Anandkar" to the same and in annexure-10, he has written his own name in his own handwriting and annexures 11 to 13 and 22 to 25 were prepared by him and he has not filed any document to show that LIC had paid salary for the period in question.

It is clear from the evidence on record including the admission of the applicant as mentioned above that the applicant was never employed by Party No.1 as a Peon or in any other capacity and he was not a workman. It is also found that the applicant somehow laid his hands on the documents filed by him and manipulated the same to his advantage to raise the claim.

11. So far the second contention raised by the learned advocate for the Party No.1 that the provisions of the Act are not applicable to the Party No.1, in view of the Rules and Regulations having overriding effects is concerned, I think it proper to refer the decision of the Hon'ble High Court of Bombay in WP No. 1655 of 2002, which is a direct decision in regard to the point in controversy. The Hon'ble High Court of Bombay in its decision have stated as follows:

"Now in so far as the present case is concerned, it would be necessary to advert first and for most to the Life Insurance Staff Regulations of 1960. These Regulations were initially framed by the corporation with the previous approval of the Central Government in exercise of powers conferred by Section 49 (2) of the Life Insurance Corporation Act, 1956. Regulation 8 in relation to temporary Staff provides thus:

Temporary Staff

-8(1) notwithstanding anything contained in these Regulations, a Divisional Manager may employ staff in Classes III and IV on a temporary basis subject to such general or special directions as may be issued by the Chairman from time to time.

-(2) No person appointed under sub-regulation (1) shall only by reason of such appointment be entitled to absorption in the service of the Corporation or claim preference for recruitment to any post.

Regulation 4 provides that the Chairman may, from time to time, issue such instructions or directions as may be necessary to give effect to, and carry out, the provisions of the regulations and in order to secure effective control over the staff employed in the Corporation. In so far as the members of the temporary staff are concerned, sub-regulation (2) of Regulation 8 specifically provided that no person appointed under sub-regulation (1) shall be entitled to claim absorption or preference for recruitment only by reason of such appointment.

Parliament amended the provisions of the Life Insurance Corporation Act, 1956 by Amending Act 1 of 1981. As a result of the amendment, clause (cc) was inserted in sub-section (2) of Section 48 which confers power upon the Central Government to make rules to carry out the provisions of the Act. By and as a result of clause (cc) as inserted, the Central Government is empowered to provide for the terms and conditions of service of the employees of the corporation. The rule-making power in Section 48 (2) (cc) extends to the following:

“(cc) the terms and conditions of service of the employees and agents of the Corporation, including those who became employees and agents of the Corporation on the appointed day under this Act”.

Sub-section (2A) was also introduced in Section 48 by the Amending Act and it provides as follows:

(2A) The regulations and other provisions as in force immediately before the commencement of the life Insurance Corporation (Amendment) Act, 1981, with respect to the terms and conditions of service of employees and agents of the Corporation including those who became employees and agents of the Corporation on the appointed day under this Act, Shall be deemed to be rules made under clause (cc) of Sub-section (2) and shall, subject to the other provisions of this section, have effect accordingly” (emphasis supplied).

As a result of Sub-section (2A), the Staff Regulations that were framed in 1960 are deemed to be Rules made under clause (cc) of Sub-section (2) of Section 48.

Sub-section (2B) of Section 48, as amended, provides that the rule making power that is conferred by clause (cc) of Sub-section (2) shall include the power to give retrospective effect to the rules; to amend the regulations and the provisions referred to in sub-section (2A) with retrospective effect from a date not prior to 20th June, 1999. Sub-section (2C) of Section 48 has a significant bearing in the present case and provides thus:

“(2C) The provisions of clause (cc) of sub-section (2) and sub-section (2B) and any rules made under the said clause (cc) shall have effect, and any such rule made with retrospective effect from any date shall also be deemed to have had effect from that date, notwithstanding any judgment, decree or order of any court, tribunal or other authority and notwithstanding anything contained in the Industrial disputes Act, 1947 (14 of 1947), or any other law or any agreement, settlement, award or any instrument for the time being in force” (emphasis supplied)

The effect of Sub-section (2C) is to impart overriding effect to the provisions of clause (cc) of sub-section (2) as well as to any rules which have been made under clause (cc) notwithstanding any judgment, decree or any order of any Court or Tribunal or other authority and

notwithstanding anything contained in the Industrial Disputes Act, 1947 or any other law or any other agreement, settlement or other instrument for the time being in force.

Regulations 8 of the Staff Regulation of 1960 which empowers the authority nominated therein to recruit class III and IV personnel on a temporary basis is, therefore, a rule within the meaning of Section 48(2)(cc). That is specifically provided for in sub-section 2A. A person appointed on a temporary basis under sub-regulation (1) of Regulation 8 is not entitled to absorption in the services of the Corporation or to claim preference for recruitment to any post. In exercise of the power conferred by Regulation 4, statutory instructions were issued by the Chairman of the Corporation on 28th June, 1993 defining the method and manner of recruitment of temporary staff. These rules have overriding effect over the provisions of the Industrial Disputes Act, 1947. Sub-section 2C of Section 48 specifically provides so.

The amended provisions of the Life Insurance Corporation Act, 1956 came up for consideration before a Bench of three Learned Judges of the Supreme Court in *M. Venugopal Vs. Divisional Manager, Life Insurance Corporation of India, Machilipatnam* (1994) 2 SCC 323. The Supreme Court held that as a result of the statutory fiction that is created by the provisions of sub-section (2A), regulations relating to the terms and conditions of service of employees and agents of the Corporation framed under Section 48 (2) (bb) shall be deemed now to be Rules under Section 48 (2)(cc) and all “such rules shall have overriding effect over the provisions contained in the Industrial Disputes Act, 1947 so far as the terms and conditions of employment of such employees who also conform to the requirement of the definition of “workman” under the Industrial Disputes Act, 1947 are concerned”. Construing these provisions, the Supreme Court held that the termination of the services of a person appointed as probationer under Regulation 14 shall be deemed to be in pursuance of the rules framed under Section 48 (2) (cc) and would have overriding effect over Section 2(oo) and Section 25F of the Industrial Disputes Act, 1947. The Court held thus:

The amendments introduced in Section 48 of the Corporation Act have clearly excluded the provisions of the Industrial Disputes Act so far as they are in conflict with the rules framed under section 48 (2) (cc). The result whereof will be that termination of the service of the appellant shall not be deemed to be “retrenchment” within the meaning of Section 2(oo) even if sub-section (bb) had not been introduced in the said section. Once Section 2 (oo) is not attracted, there is no question of application of Section 25-F on the basis of which the termination of the service of the appellant can be held to be invalid. The termination of the service of the appellant during the period of probation is in terms of the order of appointment read

with Regulation 14 of the Regulations, which shall be deemed to be now Rules under Section 48(2)(cc) of the Corporation Act”.

The Supreme Court noted that the constitutional validity of the Amending Act of 1981 was upheld in *A.V. Nachane Vs. Union of India* (1982) 1 SCC 205. The Court held that the wisdom of the legislature in either extending the protection of the provisions of the Industrial Disputes Act, 1947, or denying the same cannot be assessed by the Court unless it is held to be violative of any of the provisions of the Constitution.

“Earlier such employees used to be governed by the regulations framed by the Corporation under Section 49 of the Corporation Act as well as by the provisions of the Industrial Disputes Act, being “workman” within the meaning of that Act. It was up to them to enforce the rights or remedies in terms of the regulation so framed under the Corporation Act or in accordance with the provisions of the Industrial Disputes Act. But after the amendment introduced by the Parliament in Section 48, the employees of the Corporation shall not be entitled to protections to which they were entitled before the coming into force of the amendment aforesaid. The amendments cannot be held to be violative of Article 14 of the Constitution merely on the grounds that a section of the employees of the Corporation had the benefit or protection of the provisions of the Industrial Disputes Act, which now they have been deprived of. The wisdom of the legislature in extending the protection of the provisions of the Industrial Disputes Act or denying the same cannot be judged by the Courts unless any such step held to be violative of any of the provisions of the Constitution”.

The decision of the Supreme Court concludes the present case. The Tribunal was in error in coming to the conclusion that the order of retrenchment must fail for failure to comply with the provisions of Section 25-F of the Industrial Disputes Act, 1947. The workmen were temporary workmen. Under the terms of their engagement, their services could be dispensed with and the power to dispense with a member of the temporary staff is implicit in Regulation 8 of the Staff Regulations of 1960. Upon the enforcement of the Amending Act of 1981, the regulation acquired the character of a rule framed under Section 48(2)(cc). The rule overrides the provisions of the Industrial Disputes Act, 1947 by virtue of the provisions of Section 48(2C)”.

Judging the present case in hand with the touch stone of the principles enunciated by the Hon’ble Bombay High Court as mentioned above, it is found that the provisions of The Act are not applicable to the party No.1 and the Regulation as framed overrides the provisions of the Act and other laws for the time being in force and on that score also, the applicant is not entitled to any relief.

12. In this case the applicant has claimed that he had completed more than 240 days of work in a period of 12 calendar months, his services were terminated illegally without compliance of the provisions of Section 25-F of the Act. Party No.1 has completely denied the employment of the applicant in any capacity. For the sake of argument, though not admitted, it is held that the applicant had worked with party No.1 from 06.11.1998 to 06.06.2001 on temporary basis (as per his cross-examination) and that the provisions of the Act are applicable, still then the applicant is not entitled to any relief, for the ground that to avail the benefits of Section 25-F of the Act, it was necessary for the applicant to prove that in fact he had worked for 240 days in the preceding 12 calendar months of the alleged date of termination i.e. 06.06.2001 in this case, but the applicant has miserably failed to prove the same.

In view of the materials available on record and the discussions made above, it is found that the applicant is not entitled to any relief. Hence, it is ordered:

ORDER

The reference is answered in the negative and against the applicant. The applicant is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 25 अगस्त, 2014

का.आ. 2363.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 01/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25/08/2014 को प्राप्त हुआ था।

[सं. एल-20012/187/2003-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 25th August, 2014

S.O. 2363.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 01/2004) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 25/08/2014.

[No. L-20012/187/2003-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, DHANBAD****Reference: No. 01/2004**In the matter of reference U/S 10 (1) (d) (2A) of
I.D. Act, 1947.Employer in relation to the management of
Sijua Area M/S BCCL**AND**

Their workmen.

Present : Sri R.K. SARAN, Presiding Officer**Appearances :**

For the Employers : Sri D.K. Verma, Advocate

For the Workman : None

State : Jharkhand

Industry : Coal

Dated : 2/7/2014

AWARD

By order No. L-20012/187/ 2003 /IR (CM-1)) dated 24/12/2003, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the INMOSA from the management of BCCL, Sijua Area for rectification of date of Birth in services record of Sh. Hari Mahato as 15.01.49 is justified? If so, to what relief is the concerned workman entitled?”

2. After receipt of the reference, both parties are noticed. But appearing for certain dates none appears subsequently. Case remain pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 25 अगस्त, 2014

का.आ. 2364.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 3/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25/08/2014 को प्राप्त हुआ था।

[सं. एल-20012/41/2011-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 25th August, 2014

S.O. 2364.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 3/2012) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 25/08/2014.

[No. L-20012/41/2011-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, DHANBAD.**In the matter of reference U/S 10(1) (d) (2A) of
I.D. Act, 1947.**Reference No. 3 of 2012**Employer in relation to the management of
Sendra Bansjora Colliery of M/S B.C.C.L.**AND**

Their workman.

Present : SRI R. K. SARAN, Presiding Officer**Appearances:**

For the Employers : Sri D. K. Verma, Advocate

For the Workman : Sri R. R. Ram, Rep.

State : Jharkhand

Industry : Coal

Dated : 10/7/2014

AWARD

By order No.-L20012/41/2011/ IR(CM-I), dated 20/12/2011 the Central Govt. in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Sendra Bansjora Colliery of M/S B.C.C.L in dismissing Sh. Parna Kole Fitter from the service of the company vide letter dated 22/27.07.2009 is fair and justified? To what relief the workman concerned is entitled to?”

2. The case is received from the Ministry of Labour on 06.01.2012 After receipt of reference, both parties are noticed, The Sponsoring Union /Workman files their written statement on 19.03.2012. And the management files their written statement -cum-rejoinder on 08.08.2013. The point involved in the reference is that the workman has been dismissed from his services.

3. During preliminary hearing it is revealed that the case is dismissal of workman for long absence on duty. But he has already out of service for 5 years. It is felt to give another chance to the workman to serve.

4. Considering the facts and circumstances of this case, I hold that he be taken into job as a fresh employee. But the workman be kept under probation for a period one year Therefore the question of back wages does not arise at all.

R. K. SARAN, Presiding Officer

नई दिल्ली, 25 अगस्त, 2014

का.आ. 2365.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 09/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25/08/2014 को प्राप्त हुआ था।

[सं. एल-20012/06/2009-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 25th August, 2014

S.O. 2365.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 09/2009) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 25/08/2014.

[No. L-20012/06/2009-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

Reference: No. 09/2009

In the matter of reference U/S 10 (1) (d) (2A) of
I.D. Act, 1947

Employer in relation to the management of
Kusunda Area of M/s BCCL,

AND

Their workmen

Present : SRI R. K. SARAN, Presiding Officer

Appearances:

For the Employers : Sri Nitish Sahay , Advocate

For the workman : None

State : Jharkhand

Industry : Coal

Dated 2/7/2014

AWARD

By order No. L-20012/06/2009/IR (CM-1)) dated 26/02/2009, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the Rashtriya Colliery Mazdoor Congress from the Management of Gondudih Colliery under Kusunda Area of M/s BCCL to grant up-gradation as Electrician Cat-vi/ Electrical Supervisor to Shri Anand Das, Electrician Cat-V is justified? ii) To what relief is the workman concerned entitled and from what date?”

2. After receipt of the reference, both parties are noticed. But appearing for certain dates none appears subsequently. Case remain pending. Ld Counsel for the workman submits that workman is not interested to contest the case. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 25 अगस्त, 2014

का.आ. 2366.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 28/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25/08/2014 को प्राप्त हुआ था।

[सं. एल-20012/21/2005-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 25th August, 2014

S.O. 2366.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 28/2008) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 25/08/2014

[No. L-20012/21/2005-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, DHANBAD****Reference : No. 28/2008**

In the matter of reference U/S 10 (1) (d) (2A) of
I.D. Act. 1947

Employer in relation to the management of
Kusunda Area of M/s BCCL,

AND

Their workmen

Present : SRI R. K. SARAN, Presiding Officer

Appearances :

For the Employers : Sri D.K. Verma, Advocate

For the workman : Sri S.N. Goswami, Advocate

State : Jharkhand Industry : Coal

Dated : 4/7/2014

AWARD

By order No. L-20012/21/2005/IR (CM-1)) dated 30/05/2008, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Godhur Colliery of M/S BCCL in not regularizing the service of Shri B.N. Banerjee as office Superintendent is justified and legal? (ii) To what relief is the concerned workman entitled and from what date?”

2. After receipt of the reference, both parties are noticed. But appearing for certain dates, Ld Counsel for the workman submits that workman is not interested. to contest the case. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 25 अगस्त, 2014

का.आ. 2367.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 57/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25/08/2014 को प्राप्त हुआ था।

[सं. एल-20012/91/2009-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 25th August, 2014

S.O. 2367.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 57/2009) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 25/08/2014.

[No. L-20012/91/2009-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, DHANBAD****Reference: No. 57/2009**

In the matter of reference U/S 10 (1) (d) (2A) of
I.D. Act. 1947.

Employer in relation to the management of
East Bassuria Colliery, Kusunda Area M/S BCCL

AND

Their workmen.

Present : SRI R. K. SARAN, Presiding Officer

Appearances:

For the Employers : Sri U.N. Lall, Advocate

For the workman : None

State : Jharkhand Industry : Coal

Dated : 1/7/2014

AWARD

By order No. L-20012/91/2009/IR (CM-1)) dated 23/10/2009, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the Bihar Colliery Kamgar Union from the Management of East Bassuria Colliery under Kusunda Area of M/s BCCL for basic fitment in Cat. IV with protection of SPRA in respect of Shri Sankar Das, Mason w.e.f. 19/06/1996 is justified and legal? (ii) To what relief is the workman concerned entitled and from what date?”

2. After receipt of the reference, both parties are noticed. But appearing for certain dates none appears subsequently. Case remain pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 25 अगस्त, 2014

का.आ. 2368.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 61/ 2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25/08/2014 को प्राप्त हुआ था।

[सं. एल-20012/197/2005-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 25th August, 2014

S.O. 2368.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 61/2006) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 25/08/2014.

[No. L-20012/197/2005-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

Reference: No. 61/2006

In the matter of reference U/S 10 (1) (d) (2A) of
I.D. Act, 1947

Employer in relation to the management of
Kusunda Area M/S BCCL

AND

Their workmen

Present : SRI R. K. SARAN, Presiding Officer.

Appearances :

For the Employers : Sri U.N.Lall, Advocate

For the workman. : None

State : Jharkhand

Industry : Coal

Dated : 3/7/2014

AWARD

By order No. L-20012/197/ 2005 /IR (CM-1)) dated 01/06/2006, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the Bihar Colliery Kamgar Union form the management of East Basuria Colliery under Kusunda Area of M/s. BCCL for regularization of Shri Dhiren Mahato. Underground, Line Mistry to the post of Cap Lamp Fitter is justified? If so, to what relief is the workman entitled and from what date?”

2. After receipt of the reference, both parties are noticed. But appearing for certain dates none appears subsequently. Case remain pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 25 अगस्त, 2014

का.आ. 2369.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 127/1991) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25/08/2014 को प्राप्त हुआ था।

[सं. एल-20012/204/1990-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 25th August, 2014

S.O. 2369.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 127/1991) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 25/08/2014.

[No. L-20012/204/1990-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD IN THE MATTER OF A REFERENCE U/S 10(1) (D) (2A) OF I.D. ACT, 1947

Ref. No. 127 of 1991

Employers in relation to the management of
Nichtpur Colliery M/S BCCL

AND

Their workmen

Present : Sri Ranjan Kumar Saran, Presiding officer

Appearances:

For the Employers. : Shri D.K.Verma, Advocate

For the workman. : Shri N. G. Arun, Rep.

State : Jharkhand

Industry : Coal

Dated : 21/7/2014

AWARD

By Order No.L-20012/204/1990-IR (CM-I), dated 13/11/1991, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of Rashtriya Colliery Mazdoor Sangh that dependant of Shri Sukumar Chatterjee Ex-Cashier, Nichitpur Colliery of M/s. Bharat Coking Coal Ltd. , be given employment in terms of clause 9:4:4 pg. NCWA-III is justified ? If so, to what relief the concerned workman entitled?”

2. The case is received from the Ministry of Labour on 05.12.1991. After notice both parties appeared , the Sponsoring Union/workman files their written statement on 11.08.1992. Thereafter the management files their written statement-cum-rejoinder on 25.03.1994. Only one witness is examined on behalf of the workman. As WW-1.

3. The short point that involved in this reference is the claimant who is admittedly the son of a retired employee whether is to get employment as per NCWA.

4. Heard both sides, workman representative as per NCWA the claimant is entitled to a job . On the other hand, the management submitted that such provisions of NCWA was struck down by the Apex Court with a finding, if this type of provisions will be allowed to continue in NCWA , other meritorious people will be debarred from joining in the company, only back door entry will be encouraged.

5. The said direction of the Apex Court still holds good and other High Courts have followed that direction. Therefore the present workman's claim have no legs to stand.

6. Considering the facts and circumstance of this case, I hold that the demand of Rashtriya Colliery Mazdoor Sangh, that dependant of Shri Sukumar Chatterjee Ex-Cashier Nichitpur colliery of M/S BCCL be given employment in terms of clause 9:4:4 of NCWA-III is not justified, Hence his claim disallowed. He is not entitled to get any relief.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 25 अगस्त, 2014

का.आ. 2370.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 118/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25/08/2014 को प्राप्त हुआ था।

[सं. एल-12012/299/2002-आईआर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 25th August, 2014

S.O. 2370.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 118/2003) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 25/08/2014.

[No. L-12012/299/2002-IR (B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/118/2003

Date : 24.07.2014

Party No. 1 : The Asstt. General Manager,
State Bank of India, Region-V,
Zonal Office, S.V. Patel Marg,
Nagpur-440001.

Versus

Party No. 2 : Shri Maruti Bapurao Borkar,
P.O. Rasulabad, Taluka:Arvi,
Distt. Wardha. (MS).

AWARD

(Dated : 24th July, 2014)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) (“the Act” in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of SBI and their workman, Shri Maruti Bapurao Borkar, for adjudication, as per letter No.L-12012/299/2002-IR (B-I) dated 10/17.04.2003, with the following schedule:-

“Whether the action of the management of State Bank of India, Nagpur in dismissing the workman,

Shri Maruti Bapurao Borkar, Ex-Messenger-cum-Farash from service w.e.f. 18.11.1998 is justified? If not, what relief the said workman is entitled to?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement, in response to which, the workman, Shri Maruti Bapurao Borkar, ("the workman" in short) filed the statement of claim and the management of S.B.I., ("party no.1" in short) filed the written statement.

The case of the workman as presented in the statement of claim is that on 12.07.1982, he was appointed as a waterman by party no.1 and was posted as Farash-Cum-Messenger, a class-IV post at Arvi Branch and his main job was to clean the furnitures of the Bank, taking files from one table to the other and to obey the orders of the Branch Manager and other staff members and in the mid of 1985, he was transferred to Pulgaon Branch as Farash-Cum-Messenger and on 02.05.1987, a wet party was organized by the officers and staff of the said branch and the party continued till late mid-night and he was asked by the Branch Manager to serve liquor and food in the party and at about 11.P.M., liquor was finished, so, the passing officer of the Bank, Shri Ballal directed him to arrange for more liquor and he went out of the Bank and tried to get liquor, but as all the shops were already closed, he could not able to get any liquor and when he returned to the Branch and informed about the same to Shri Ballal, he (Mr. Ballal) became infuriated and threw the glass at him, which hit him on his forehead and none of the officers cared to take him to the doctor for first aid, but on the contrary, he was asked to leave the Bank premises immediately and he lodged a complaint immediately with Pulgaon Police and the Station Officer directed a constable to take him to the doctor for medical assistance and on the next day, when the Branch Manager came to know about the lodging of the complaint by him, he was called for by the Branch Manager and he was directed him to withdraw the complaint against Shri Ballal and when he refused to do so, he was threatened by the Branch Manager that in case on non-withdrawal of the complaint, he would see to it that he (workman) would be out of employment and after the said incident, the behavior of the staff and the Branch Manager with him was very rude and insulting.

The further case of the workman is that on 02.07.1987, the Branch Manager suspended him on false and frivolous charges and on the complain of the Branch Manager, Pulgaon, Police filed three criminal cases bearing case nos. 343/90, 344/90 and 345/90 under sections 420, 468 and 471 of I.P.C. against him in the court of Judicial Magistrate First Class, Pulgaon and on 27.01.1988, a charge sheet was issued against him and he received the charge sheet on 26.02.1988 and as the charge sheet was in English, he sought true translated copy of the charge sheet, after which, the party no.1 issued the charge sheet in Hindi and

as per the allegations in the charge sheet, he had withdrawn a sum of Rs. 24350 from three accounts of the customers, Shri Narayan Vitthal Petkar, Shri Anna Mahadrora Vilutkar and Shri Mansingh Laxman Singh Yadav and he had taken the triplicate pass book of Mr. Petkar and duplicate pass book of Mr. Vilutkar and retained the same with him willfully and dishonestly to withdraw the amounts from the accounts of the said two customers, by forging their signatures and in the matter of Mr. Yadav, it was alleged that though the account holder had expired, he made withdrawal of the amount from his account and alongwith the charge sheet, the party no.1 did not supply the list of witnesses and documents relied upon by it, so on 01.03.1988, he moved an application seeking copies of the documents, clearly mentioning in the said letter that he would not be able to file his reply to the show cause notice till the supply of the documents and on 27.04.1988, the party no.1 issued a letter asking him to clarify about the documents he had sought for and even though, copies of the documents were not supplied, party no.1, by letter dated 29.03.1988 asked him again to submit his explanation to the charge sheet and by his letter dated 05.04.1988, he reminded the party no.1 to supply the copies of the documents and on 06.05.1988 and 24.05.1988, he again issued letters giving details of the documents required by him to the party no.1 and inspite of receipt of the letters, party no.1 failed to supply the documents demanded by him and due to non-supply of the documents, he was seriously prejudiced in filing the reply to the show cause notice and on 26.08.1988. The party no.1 supplied only two documents, i.e. the complaint lodged in the Police Station and his own statement and he was also asked by the party no.1 to furnish his reply to the show cause notice within two days, but important documents, such as copies of the alleged withdrawal slips, passbooks, specimen signature sheets of the customers, saving ledger sheets etc were not supplied.

The further case of the workman is that on 27.08.1987, Shri W.L. Bhople and shri M.J. Kureshi, officers of the Bank visited the branch at Pulgaon and he was called for from his house and the Branch Manager and the said two officers tried to make him understand that incase of his admission of the withdrawals, he would be spared and exonerated of the charges by passing an order of censure in his service record and he refused to admit the charges and sought time to consider the same and thereafter, those officers obtained his signatures on blank paper and the blank paper seems to have been misused by the Branch Manager with ulterior motive to implicate him in the alleged offence and a bare reading of the document would reflect that the same was scribed after his signature was obtained and the writing of the said document does not relate to the facts, so as to connect him with the offence and after receipt of the charge sheet and the correspondence, he sought assistant from his colleagues and came to know

that Sastry Award governs the service conditions of all the employees of the Bank and clause 521 (3) of Sastry Award provides that in case of trial of an employee for an offence in the court, the departmental enquiry initiated against the employee has to be stayed till the completion of the trial.

It is also pleaded by the workman that, though time and again, he demanded documents relied on by party no.1, the documents were not supplied to him and on 07.08.2008, he was informed by party no.1 to collect the copy of the report of the handwriting expert, Shri Fiske and on 27.09.1988, he visited the Bank, but copy of the said report was not given to him and the same was only shown to him and as the report was in English, he could not able to understand the contents of the same and 30.09.1988, he issued a letter to the party no.1 mentioning the said facts and after receipt of the letter, the copy of the report of the handwriting expert was given to him and due to failure on the part of the party no.1 to supply the necessary documents, he was unable to file his reply to the show cause notice.

The further case of the workman is that on 24.01.1989, he received a letter from one Shri P.A. Sharma about his being appointed as the enquiry officer to enquire into the charges levelled against him (workman) and fixing of the enquiry to 30.01.1989 at 11 AM at Pulgaon Branch of the Bank and he requested Shri Sharma to stay the departmental enquiry, in view of the pendency of the criminal cases, as per clause 521 (3) of Sastry Award and the enquiry was stayed by party no.1 and on 05.01.1998, party no.1 again informed him of holding the departmental enquiry against him and on 02.02.1998, he made a representation to stay the inquiry, but on 07.02.1998, party no.1 rejected his prayer and directed him to attend the enquiry and in the meantime, out of the three criminal cases instituted against him, he was acquitted in two cases on 21.02.1998 and 23.02.1998 and the third case i.e. 343/90 was also decided on 08.01.2002 and in that case also, he was acquitted by the court and on 10.02.1998, he was informed by the enquiry officer to attend the enquiry on 23.02.1998 at 11. AM at Pulgaon and on 23.02.1998, he attended the enquiry and requested the enquiry officer to stay the departmental enquiry, in view of the pendency of the criminal case no. 343/90 against him and the enquiry officer adjourned the enquiry to 06.03.1998 and on 06.03.1998, he was informed by the enquiry officer orally about the enquiry to be stayed and no further date of the enquiry was given to him and thereafter, no further communication was received by him either from the party no.1 or the enquiry officer and on 17.07.1998, he wrote a letter to the Branch Manager, Pulgaon Branch, asking him as to whether any communication about the departmental enquiry was received by him and the branch manager orally informed him of his having no information regarding the departmental enquiry and on 20.07.1998, a legal notice

through his advocate was issued by him for releasing of the correct subsistence allowance and also for stay of the departmental proceedings, but on 26.10.1998, he was shocked to receive the show cause notice from the disciplinary authority, calling upon him to show cause within 7 days, as to why he should not be dismissed from service under para 521 (5) (a) of Sastry Award, without the copy of the report submitted by the enquiry officer and on 27.10.1998, he requested the party no.1 for supply of the copy of the enquiry report, documents and the statement recorded in the enquiry and on the same day, the copy of the enquiry report was supplied to him, but party no.1 refused to supply the copies of the statements recorded in the enquiry, on the ground of his not participating in the enquiry.

It is further pleaded by the workman that the finding of the enquiry officer is contrary to the documents on record and the entire proceedings is vitiated, as the party no.1 acted contrary to Sastry Award and Desai Award, which are part and parcel of the service conditions of the employees and the same was in gross violation of principles of natural justice and nowhere, it was held by the enquiry officer that any of the witnesses had stated that he had seen him (workman) collecting money from the account of the alleged complainants and the management produced two persons as witnesses, with whom, he had inimical terms and civil litigations were pending between them in the civil court and such facts reflects the approach of the department, which was bent upon to throw him out and to make him a scapegoat of the offence committed by some high level officers of the branch and therefore, the entire inquiry report and the show cause notice and the subsequent order of the Disciplinary authority need to be set right and being aggrieved, he filed writ petition 3432 of 98, before the Hon'ble High Court on 04.11.1998 and after the receipt of the notices of the writ petition, instead of waiting for the orders, on 18.11.1998, the party no.1 issued the order of dismissal under clause 521 (5) of Sastry Award, thereby making the entire proceeding as in fructuous and 02.01.1999, he preferred on appeal against the order of dismissal, before the Appellate Authority by registered Post with AD.

It is also pleaded by the workman that inspite of various reminders by the criminal court, no record was produced, which had delayed the trial against him and party no.1 continued the departmental enquiry during the pendency of the criminal trial and he was not responsible for such delay and party no.1 issued the order of dismissal during the pendency of the writ petition filed by him and thereafter, filed the reply stating that he had already been dismissed from services and finally rejected his appeal, before passing of any order in the complaint filed by him under section 2A of the Act and all these actions make it clear that the party no.1 was not only interested to terminate his services, but also, bent upon to throw him

out of service, without following due process of law and he had not committed any offence or misconduct much less as alleged and due to the failure of party no.1 to supply the documents, he was unable to file his reply to the alleged charges levelled against him and the actions taken by party no.1 were nothing but a clear cut example of victimization and the appointing authority as well as the appellate authority should have been taken into consideration that he had already been acquitted in two criminal cases and the third criminal case had been fixed for evidence on 28.12.1998 in the court of JMFC, Pulgaon and in such circumstances, he could not have participated in the departmental enquiry as it would have adversely affected him in the criminal case and the departmental enquiry was stayed for 12 years, but as soon as the bank came to know that he was acquitted in two criminal cases, the party no.1 started the departmental enquiry with a malafide intention and vengeance against him, as he had reported against Shri Ballal and therefore, the action of party no.1 in re-starting the departmental enquiry without waiting for the outcome of the third criminal case is an unfair labour practice and since 06.03.1998, the enquiry was stopped and it resumed on 25.07.1998 after a gap of 4 months, but the enquiry officer deprived him of the right to cross-examine the witnesses and the enquiry officer also conducted the enquiry on the basis of the Xerox copies of the documents, as the original documents were filed in the criminal case and the enquiry officer got the document proved without examining the author of the document and therefore, the enquiry was bad in law.

It is averred by the workman that the enquiry officer relied on the statements recorded u/s. 161 of the Code of Criminal Procedure by the Police and the statement under section 161 of the Code of Criminal Procedure cannot be used as evidence against the maker, unless, it is duly proved and the enquiry officer relied on the evidence of the passing officer, Sriram M. Billal, who was an interested witness and the enquiry officer did not examine the handwriting expert, Shri N.A. Fiske and thereby he was not provided any opportunity to cross-examine him and the same resulted in miscarriage of justice and the enquiry officer conducted the enquiry with a bias against him and since the date of termination of his services, he is not gainfully employed.

The workman has prayed to quash and set aside the order dated 18.11.1998 and to reinstate him in service with full back wages.

3. The party no.1 in the written statement has pleaded inter-alia that the workman was working as a Farash-Cum-Messenger at Pulgaon branch and he committed gross acts of misconduct and he in his own handwriting made an application for issue of triplicate pass book in the name of one Shri Narayan Vithal Petkar who was maintaining a saving Bank account in the bank and signed the said application in the manner purported to be signed by

Shri Narayan Vithal Petkar and got the triplicate pass book issued and thereafter signed the withdrawal slips purported to have been signed by Narayan Vithal Petkar and withdrew an amount of Rs. 12500 dishonestly and with ulterior motive from the account of Shri Narayan Petkar on various dates as mentioned in the charge sheet and the workman also did the same acts of unauthorized making of application for issuing of duplicate passbook in the name of Shri Anna M. Vilotkar and Shri Mansingh Yadav and dishonestly and with ulterior motive withdrew the amount of Rs. 5960 and Rs. 5960 on various dates as mentioned in the charge sheet from the saving accounts of Shri Vilotkar and Shri Mansingh Yadav respectively, by signing the withdrawal slips purportedly to have been signed by the said account holders and upon noticing the acts of misconduct, the workman was suspended vide office order dated 27.01.1987, which was duly received by him on 23.07.1987 and a Police complaint came to be lodged against the workman in 1987 and the matter was under investigation for considerable long period by the local Police, for the reasons not known to the Bank and in the mean while, it served the charge sheet dated 27.01.1988 on the workman and the workman replied to the charge sheet vide his reply dated 03.11.1988 by submitting the defence of mere denial, without making any allegation against the bank or its officers and the workman attended the enquiry on 30.1.1989 and as no trial began within a year from the date of the commission of the alleged offence, it was free to initiate an enquiry and the criminal court took cognizance of the offence around the year 1990 and thereafter, the Bank stopped its hands under the impression that it may not be permissible to continue the domestic enquiry, though in the strict legal sense, it could have continued the same and as the Hon'ble Apex Court in the decision reported in 1996 Labour & Industrial cases 2750 (State of Rajasthan Vs. B.K. Meena) held that the delay in conclusion of the criminal trial is itself a good ground to continue with the domestic enquiry and after examining the matter, it asked the new enquiry officer, Mr. Charbhai to continue the enquiry and accordingly, the enquiry officer issued the letter dated 19.02.1998 for restarting of the enquiry and the workman appeared before the enquiry officer on 23.02.1998 and sought 15 days time to prepare for his defence and accordingly, the enquiry was adjourned to 06.03.1998 and on 06.03.1998, the workman informed the enquiry officer that he would not participate in the enquiry on the alleged ground that Bank is not competent to continue the enquiry and vide letter dated 07.02.1998, the workman was duly informed by it about rejection of his request for stay of the enquiry and he was advised to participate in the enquiry and the enquiry officer also adjourned the enquiry from 07.02.1998 to 23.02.1998, so that the workman should participate in the enquiry, but as the workman deliberately did not participate in the enquiry the enquiry officer decided to conduct the enquiry exparte

and the workman is to be blamed for his non-participation in the enquiry and it had fully complied with the principles of natural justice, while conducting the enquiry against the workman and out of the three criminal cases, two cases were disposed of on 23.02.1998 and therefore, it was not precluded from continuing with the enquiry and the enquiry was held in two sittings on 15.07.1998 and 27.07.1998, wherein the evidence of the witnesses were recorded by the enquiry officer and the actual recording of the evidence of the witnesses and the crucial part of the enquiry commenced only after the disposal of the criminal cases and basing on the evidence produced during the enquiry, the enquiry officer submitted his report dated 16.08.1998, holding the charges to have been proved against the workman and after conclusion of the enquiry, a show cause notice dated 17.10.1998 came to be issued to the workman to submit his reply and the copy on the report of the enquiry officer was also enclosed with the show cause notice and a copy of the report was further given to the workman on the alleged ground that the same was not enclosed with the show cause notice and the punishment of dismissal of each charge was proposed by the disciplinary authority in the said show cause notice and personal hearing was also given to the workman on 30.10.1998 and being in agreement with the findings of the enquiry officer and independently examining the materials, the disciplinary authority passed the final order dated 18.11.1998, imposing the punishment of “dismissal without notice”.

It is also pleaded by party no.1 that though the workman was given seven days time to give his reply to the charge sheet, he took much more time for filing his reply and filed the same on 03.11.1988 and in the intervening period, the documents sought for by the workman were given to him and the disposal of criminal cases was delayed and as such, the workman was under suspension for a period of more than eleven long years and after one year of suspension, the workman started receiving full salary and allowances and having regard to the gross-misconduct of the workman, it has rightly imposed the punishment of “dismissal without notice” on the workman and the punishment is commensurate with the gross-misconduct committed by him.

The further case of party no.1 is that the workman is able to read and write in English and he has pleaded about his ignorance with English language with malafide intention and on 02.05.1987, no party was organized in the Bank and no such incident took place as alleged by the workman and the entire material in paragraphs 3.3 and 3.4 of the statement of claim has been cooked by the workman in order to create a ground for getting his punishment of dismissal without notice modified and the same are out and out false and frivolous and the workman had voluntarily given his statement to the officers of the bank on 27.08.1987 and the allegations that the officers obtained

his signature on blank paper and the Branch Manager misused the said blank paper are nothing but the concocted story made by the workman and he had never raised the story of taking of his signature on blank paper at earlier point of time and as its action in dismissing the workman is legal and justified, the workman is not entitled to any relief.

4. As this is a case of dismissal of the workman from service, after conducting of the departmental enquiry, the validity or otherwise of the departmental enquiry was taken as a preliminary issue for consideration and vide order dated 19.02.2014, the departmental enquiry conducted against the workman was held to be legal, proper and in accordance with the principles of natural justice.

5. At the time of argument, it was submitted by the Learned Advocate for the workman that the enquiry was held in violation of the departmental Rules and natural justice and the findings of the enquiry officer are perverse and such findings are not supported by the documents referred in the report and while imposing the punishment, the disciplinary authority has failed to consider the extenuating circumstances regarding the acquittal of the workman in two criminal cases, though he was bound to consider the same as provided in Sastry Award and so also under the principles of natural justice and the punishment imposed against the workman is not only disproportionate, but also illegal.

6. On the other hand, it was submitted by the Learned Advocate for the party no.1 that the departmental enquiry conducted against the workman has already been held to be legal and fair, so, there is no scope for consideration of the same again and the charges levelled against the workman in the charge sheet submitted by the party no.1 and the charges in the criminal cases filed against the workman were not exactly the same and though police complaint came to be lodged in 1987, there was long delay in the investigation, so, party no.1 served the charge sheet on the workman and in view of the pronouncement of the Hon’ble Apex Court in various judgments that it is not necessary to stay the departmental enquiry till the conclusion of criminal case, party no.1 proceeded with the departmental enquiry. It was further submitted by the learned advocate for the party no.1 that the enquiry officer has given justifiable reasons for holding the charges levelled against the workman to have been proved and the findings of the enquiry officer are not perverse and the disciplinary authority had duly considered the fact of acquittal of the workman in the three criminal cases, in his final order dated 18.11.1998 and party no.1 has lost confidence in the workman and the punishment awarded to the workman is proportionate to the misconduct committed by him and the same cannot be said to be shockingly disproportionate, warranting the interference at the hands of the Tribunal.

In support of the submissions, the Learned Advocate for the party no.1 placed reliance on the decisions reported in (2011) 4 SCC-584 (State Bank of Bikaner and Jaipur Vs. Nemichand), (2006) 2SCC-255 (TNCS Corpn. Ltd and others Vs. K. Meerabai), 2003 LAB IC-281 (The Commissioner of Police, Hyderabad Vs. Rachakonda Ranga Subbaiah), 2003 LAB IC-286 (Union of India Vs. G.S. Shukla), AIR 2003 SC-1571 (Chairman & MD, United Commercial Bank Vs. P.C.Kakkar), AIR 2003 SC-1462 (Regional Manger, UPSRTC, Etawah Vs. Hotilal), 2006 AIR SCW-5457 (State Bank of India Vs. Ramesh Dinkar), AIR 1996 SC-1556 (Bharat Forge Company Ltd. Vs. A.B. Zodge and 2010 (6) Mh. L.J.-309 (General Secretary Vs. Noble Paints).

7. It is to be mentioned here that at the time of deciding the preliminary issue of the fairness or other wise of the departmental enquiry, the question of proceeding with the departmental enquiry during the pendency of the criminal cases against the workman had been considered. Hence, there is no scope of reconsideration of the same or the other points raised regarding the fairness of the departmental enquiry. The only points required to be considered are the perversity of the findings of the enquiry officer and the proportionality of the punishment imposed against the workman.

8. It is well settled by the Hon'ble Apex Court and so also by different Hon'ble High Courts in a number of decisions including the decisions cited by the Learned Advocate for the party no.1 that, "The court should not interfere with the administrator's decision unless it was illogical or suffers from procedural impropriety or was shocking to the conscience of the court, in the sense that it was in defiance of logic or moral standards. The court would not go into the correctness of the choice made by the administrator open to him and the court should not substitute its decision to that of the administrator. The scope of judicial review is limited to the deficiency in decision making process and not the decision. To put difference unless the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the court/Tribunal, there is no scope for interference. Further to certain litigations it may, in exceptional and rare cases, impose appropriate punishment by recording cogent reasons in support thereof. In a normal course it the punishment impose is shockingly disproportionate it would be appropriate to direct the disciplinary authority or the appellate authority to reconsider the penalty imposed.

XX XX XX XX XX

When considering whether punishment of termination from service imposed upon a bank employee is shockingly excessive or disproportionate to gravity of proved misconduct, loss of confidence in employee is an important and relevant factor."

9. Judging the present case in hand, with the touch stone of the principles enunciated by the Hon'ble Apex Court and different Hon'ble High Courts in the decisions cited by the Learned Advocate for the party no.1 as mentioned above, it is found that this is not a case of "no evidence". It is also found that the findings of the enquiry officer are based on the evidence adduced in the departmental enquiry and not on any extraneous material. The enquiry officer has dealt with the charges chronologically and has analyzed the evidence adduced in the enquiry. The enquiry officer has given cogent reasons in support of his findings. The findings of the enquiry officer are neither against the evidence on record of the enquiry nor the same are as such, which cannot be arrived at by a prudent man on such evidence. Hence, the findings of the enquiry officer cannot be said to be perverse.

10. So far the proportionality of the punishment is concerned, it is found that commission of grave misconduct of dishonesty, act highly prejudicial to the interest of the bank and causing loss to the bank have been proved against the workman in a properly conducted departmental enquiry. There is nothing wrong in losing confidence in the workman by the party no.1. So, the punishment of dismissal from services passed against the workman cannot be said to be shockingly excessive or disproportionate. So, there is no scope to interfere with the punishment. Hence, it is ordered:-

ORDER

The action of the management of State Bank of India, Nagpur in dismissing the workman, Shri Maruti Bapurao Borkar, Ex-Messenger-cum-Farash from service w.e.f. 18.11.1998 is justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 26 अगस्त, 2014

का.आ. 2371.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कुद्रेमुख आयरन ओर कंपनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ सी.आर. संख्या 02/2009) को प्रकाशित करती है जो, केन्द्रीय सरकार को 19/08/2014 को प्राप्त हुआ था।

[सं. एल-26011/7/2008-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 26th August, 2014

S.O. 2371.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (Ref. C.R. No. 02/2009) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kudremukh Iron Ore Company Limited and their workman, which was received by the Central Government on 19/8/2014.

[No. L-26011/7/2008-IR(M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT “SHRAM SADAN”, G G PALYA, TUMKUR ROAD, YESWANTHPUR, BANGALORE – 560 022.

DATED : 1st AUGUST 2014

PRESENT : Shri S N NAVALGUND, Presiding Officer

C R No. 02/2009

I Party

The General Secretary,
Kudremukh Shram Shakti Sanghatan,
B-64, KIOCL Quarters,
Kavoor, MANGALORE – 575 010.

II Party

The Director (Production & Projects),
Kudremukh Iron Ore Company Limited, Panambur,
MANGALORE – 575 015.

Appearances

I Party : Muralidhara, Advocate

II Party : Mrs. Subha Ananthi, Advocate

AWARD

1. The Central Government vide order No. L-26011/7/2008-IR(M) dated 23.12.2008 in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) made this reference for adjudication with the following schedule:

SCHEDULE

“Whether the management of Kudremukh Iron Ore Company Limited is justified in imposing the punishment of reduction to a lower stage of Rs. 8440 in the time scale of Rs. 5500-170-7540-180-9800 w.e.f. 18/10/2005 on Shri P. Dadavali, Staff No. 4004, Technician Gr. II (E), Mining Department? What relief the workman is entitled to?”

2. On receipt of the reference while registering it in CR 02/2009 when the notices were issued to both parties to appear on 20.04.2010 both entered their appearance through their respective advocates and I Party filed his

claim statement on 20.07.2011 and II party filed its counter statement on 13.04.2012.

3. After completion of the pleadings while raising a Preliminary Issue as to “Whether the Domestic Enquiry held against the I Party by the II Party is Fair and Proper” after receiving the evidence adduced by both sides and hearing their respective counsel on the said issue when the same came to be answered in the affirmative i.e., the Domestic Enquiry held against the I party by the II party is fair and proper the Learned Advocate appearing for the I Party while filing the affidavit of the I Party workman on the point of victimization and examining him on oath as WW 1 (V) when the matter was posted for arguments on merits, today i.e., 01.08.2014 filed a Memo to the effect that the concerned workman having expressed that he is no longer willing to prosecute the case and has requested the I Party Union not to press the dispute any further it may be closed as Not Pressed. In view of the said Memo filed by the learned advocate appearing for the I Party Union which is also signed by the workman covered, I have no reason to opine or come to the conclusion the impugned action of the management of KIOCL in imposing the punishment of reduction to lower stage of Rs. 8440/- in the time scale of Rs. 5500-170-7540-180-9800/- w.e.f. 18/10/2005 on Shri P. Dadavali, Staff No. 4004, Technician Gr. II (E), Mining Department being not legal or justified.

4. Under the circumstance, the reference is liable to be rejected as not pressed. In the result, I pass the following

ORDER

The Reference is Rejected as Not Pressed by the Party raising the Dispute.

(Typed to my dictation by U D C, corrected and signed by me on 1st August 2014)

S. N. NAVALGUND, Presiding Officer

नई दिल्ली, 26 अगस्त, 2014

का.आ. 2372.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत पेट्रोलियम कारपोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, मुम्बई के पंचाट (संदर्भ संख्या 11/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19/08/2014 को प्राप्त हुआ था।

[सं. एल-30011/46/2013-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 26th August, 2014

S.O. 2372.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 11/2014) of the Central Government Industrial Tribunal/Labour

Court No. 1, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Petroleum Corporation Limited and their workman, which was received by the Central Government on 19/8/2014.

[No. L-30011/46/2013-IR(M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

Present : JUSTICE S. P. MEHROTRA, Presiding Officer

REFERENCE NO. CGIT-1/11 OF 2014

Parties : Employers in relation to the management of
Bharat Petroleum Corporation Limited

And

Their workmen

Appearances:

For the first party no. 1/ : Mr. R. S. Pai, Adv.
Management

For the second party/ : Mr. N. S. Karanje,
Union General Secretary

State : Maharashtra

Mumbai, dated the 12th day of June, 2014

AWARD

1. The present reference has been made by the Central Government by its order dated 21.2.2014 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947. The terms of reference as per the schedule to the said order are as under:

“Whether the action of the management of Bharat Petroleum Corporation Ltd., Mumbai for deduction of two days wages of 21st and 22nd August, 2012 of the members of the Petroleum Employees Union, Mumbai from their December 2012 month wages, even though the workmen leave applications were sanctioned by the Competent Authority and full wages were paid for the month of August 2012 is legal, just and proper? If not, what relief the workmen concerned are entitled to?”

2. Pursuant to the order dated 26.3.2014, notices were issued to the parties by Registered Post AD fixing 2.5.2014.

3. On 2.5.2014, despite service of notice, none was present on behalf of the first party / Management nor was anyone present on behalf of the second party / Union. The case was accordingly adjourned to 10.7.2014 for filing Statement of Claim.

4. However, in the meantime, a Joint Application dated 6.6.2014 (in short “Joint Application No.I”) has been filed on behalf of the first party/Management and the second party/Union, inter-alia, praying for pre-poning the date fixed in the case as the matter has been settled out-of-Court.

5. Further, another Joint Application dated 6.6.2014 (in short “Joint Application No. II”) has been filed on behalf of the first party/Management and the second party/ Union wherein. It is, inter-alia, stated that the dispute between the parties no longer survives in view of the Settlement dated 9.1.2014, copy whereof has been filed with the said Joint Application.

6. Another application dated 6.6.2014 on behalf of the second party / Union has also been filed. In paragraph 2 of the said application, it is, inter-alia, stated as under:

“As the issue involved in the above reference is settled in terms of the aforesaid Memorandum of Settlement, the dispute no longer survives and therefore be disposed off accordingly”.

7. In view of the filing of the aforesaid applications and in view of the oral prayer made by Shri R.S.Pai, Learned Counsel for the first party/Management and Shri N. S. Karanje, General Secretary of the second party/ Union, the date fixed in the matter has been pre-poned and the case has been taken up today.

8. Shri R. S. Pai, Learned Counsel for the first party / Management and Shri N. S. Karanje, General Secretary of the second party/Union are present. They jointly state that in view of the Settlement dated 9.1.2014 arrived at between the parties, the dispute forming the subject-matter of the reference no longer survives.

9. In view of the averments made in the aforesaid Joint Application No.II filed on behalf of the first party/ Management and the second party/Union and in the aforesaid application dated 6.6.2014 filed on behalf of the second party/Union, and in view of the statements made by both the parties before this Tribunal, it is evident that the dispute which was referred to this Tribunal in the above reference no longer survives.

10. In view of the above, the reference is answered by stating that the dispute forming the subject-matter of the reference no longer survives.

11. Award is passed accordingly.

Justice S. P. MEHROTRA, Presiding Officer

नई दिल्ली, 26 अगस्त, 2014

का.आ. 2373.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत पेट्रोलियम कारपोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय

सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, मुम्बई के पंचाट (संदर्भ संख्या 48/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19/08/2014 को प्राप्त हुआ था।

[सं. एल-30011/43/2012-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 26th August, 2014

S.O. 2373.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 48/2013) of the Central Government Industrial Tribunal/Labour Court No. 1, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Petroleum Corporation Limited and their workman, which was received by the Central Government on 19/8/2014.

[No. L-30011/43/2012-IR(M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

Present : Justice S.P. MEHROTRA, Presiding Officer

REFERENCE NO. CGIT-1/48 OF 2013

Parties : Employers in relation to the management of
Bharat Petroleum Corporation Limited

And

Their workmen

Appearances :

For the first Party/Management : Mr. R. S. Pai, Adv.

For the second Party/Union : Absent

State : Maharashtra

Mumbai, dated the 7th day of May, 2014.

AWARD

1. The present reference has been made by the Central Government by its order dated 30.1.2013 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947. The terms of reference as per the schedule to the said order are as under:

“Whether the action of the management of M/s BPCL, Uran in diminishing/lessening the rest intervals causing change in the service conditions being observed for more than 18 years without following the statutory provisions in Section 9-A of the ID Act, 1947 is justified and proper? If not, what relief and other benefits the workmen are entitled to?”

2. By the order dt.15.2.2013, passed by the Tribunal, Notice was directed to be issued to the parties. Notice issued to the first party / Management by Registered Post AD was duly served and the Acknowledgement Card was received back. Similarly, notice issued to the second party/Union was duly served and the Acknowledgement Card was received back. However, on 25.3.2013, which was the date fixed in the notice, none was present on behalf of either of the parties despite service of Notice. In the circumstances, the case was adjourned and was fixed on 26.4.2013 for filing Statement of Claim on behalf of the second party /Union.

3. On 26.4.2013, both the parties were again absent. In the circumstances, the case was fixed for 20.6.2013.

4. On 20.6.2013, Shri R.S. Pai, Advocate appeared on behalf of the first party / Management. However, none was present on behalf of the second party / Union. In the circumstances, the case was adjourned and was fixed on 8.8.2013 for filing Statement of Claim on behalf of the second party / Union.

5. On 8.8.2013, the post of Presiding Officer of this Tribunal was vacant. Shri R.S. Pai, learned counsel for the first party /Management was present. However, none was present on behalf of the second party / Union. The case was adjourned and fixed for 8.10.2013 for filing Statement of Claim on behalf of the second party / Union.

6. On 8.10.2013 the post of Presiding Officer of this Tribunal was vacant. Shri Sanjay, Representative of ShriR.S.Pai, learned counsel for the first party / Management was present. However, none was present on behalf of the second party / Union. The case was again adjourned to 22.11.2013 for filing Statement of Claim on behalf of the second party / Union.

7. On 22.11.2013, Shri Sanjay, Representative of ShriR.S.Pai, learned counsel for the first party / Management was present. However, none was present on behalf of the second party / Union. In the circumstances, the case was again adjourned to 2.1.2014 for filing Statement of Claim on behalf of the second party/Union.

8. On 2.1.2014, Ms.M.Chatterjee, Representative for the first party / Management was present. However, none was present on behalf of the second party / Union. In the circumstances, the case was adjourned to 6.2.2014 for filing Statement of Claim on behalf of the second party/Union.

9. On 6.2.2014, Shri Sanjay, Representative of ShriR.S.Pai, learned counsel for the first party / Management was present. However, none was present on behalf of the second party / Union. In the circumstances, the case was again adjourned to 20.2.2014 for filing Statement of Claim on behalf of the second party/Union.

10. On 20.2.2014, Shri Sanjay, Representative of Shri R.S. Pai, learned counsel for the first party / Management was present. However, none was present on behalf of the second party/Union. In the circumstances, the case was again adjourned to 2.4.2014 for filing Statement of Claim on behalf of the second party/Union.

11. On 2.4.2014, Shri R.S. Pai, learned counsel for the first party / Management was present. However, none was present on behalf of the second party/Union. In the circumstances, the case was again adjourned to 7.5.2014 for filing Statement of Claim on behalf of the second party/Union.

12. Pursuant to the order dt.2.4.2014 the case is put up today. Shri Sanjay, Representative of Shri R.S. Pai, learned counsel for the first party/Management is present. However, none is present on behalf of the second party/Union. No Statement of Claim has been filed on behalf of the second party/Union.

13. From the above narration of facts, it is evident that despite service of notice on the second party / Union, none put up in appearance on behalf of the second party/Union despite repeated adjournments and no Statement of Claim was filed on behalf of the second party / Union. Today again, none is present on behalf of the second Party / Union and no Statement of Claim has been filed on behalf of the second party/Union.

14. In view of the above, it is apparent that there is no pleading or evidence filed on behalf of the second party / Union in support of its claim. In the circumstances, no relief can be granted to the second party / Union.

15. The Reference made to this Tribunal is, therefore, answered by stating that no relief can be granted to the second party / Union.

16. Award is passed accordingly.

Justice S. P. MEHROTRA, Presiding Officer

नई दिल्ली, 26 अगस्त, 2014

का.आ. 2374.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत पेट्रोलियम कारपोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, मुम्बई के पंचाट (संदर्भ संख्या 9/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19/08/2014 को प्राप्त हुआ था।

[सं. एल-30011/47/2013-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 26th August, 2014

S.O. 2374.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 9/2014) of the Central Government Industrial Tribunal/Labour Court No. 1, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Petroleum Corporation Limited and their workman, which was received by the Central Government on 19/8/2014.

[No. L-30011/47/2013-IR(M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 MUMBAI

Present : Justice S. P. MEHROTRA, Presiding Officer

REFERENCE NO. CGIT-1/9 OF 2014

Parties : Employers in relation to the management of
Bharat Petroleum Corporation Limited

And

Their workmen

Appearances :

For the first Party no.1/ : Mr. R. S. Pai, Adv.
Management

For the second Party/ : Mr. Pravin Bondekar,
Union General Secretary

State : Maharashtra

Mumbai, dated the 12th day of June, 2014

AWARD

1. The present reference has been made by the Central Government by its order dated 21.2.2014 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947. The terms of reference as per the schedule to the said order are as under:

“Whether the action of the management of Bharat Petroleum Corporation Ltd., Mumbai for deduction of two days wages of 21st and 22nd August, 2012 of the members of the Petroleum Employees Union, Mumbai from their December 2012 month wages, even though the workmen leave applications were sanctioned by the Competent Authority and full wages were paid for the month of August 2012 is legal, just and proper? If not, what relief the workmen concerned are entitled to?”

2. Pursuant to the order dated 26.3.2014, notices were issued to the parties by Registered Post AD fixing 2.5.2014.

3. On 2.5.2014, despite service of notice, none was present on behalf of the first party/Management nor was anyone present on behalf of the second party/Union. The case was accordingly adjourned to 10.7.2014 for filing Statement of Claim.

4. However, in the meantime, a Joint Application dated 6.6.2014 (in short “Joint Application No.I”) has been filed on behalf of the first party / Management and the second party/Union, inter-alia, praying for pre-poning the date fixed in the case as the matter has been settled out-of-Court.

5. Further, another Joint Application dated 6.6.2014 (in short “Joint Application No. II”) has been filed on behalf of the first party / Management and the second party/ Union wherein It is, inter-alia, stated that the dispute between the parties no longer survives in view of the Settlement dated 9.1.2014, copy whereof has been filed with the said Joint Application.

6. Another application dated 6.6.2014 on behalf of the second party / Union has also been filed. In paragraph 2 of the said application, it is, inter-alia, stated as under:

“As the issue involved in the above reference is settled in terms of the aforesaid Memorandum of Settlement, the dispute no longer survives and therefore be disposed off accordingly”.

7. In view of the filing of the aforesaid applications and in view of the oral prayer made by Shri R.S. Pai, learned counsel for the first party/Management and Shri Pravin Bondekar, General Secretary of the second party/Union, the date fixed in the matter has been pre-poned and the case has been taken up today.

8. Shri R.S. Pai, learned counsel for the first party/ Management and Shri Pravin Bondekar, General Secretary of the second party/Union are present. They jointly state that in view of the Settlement dated 9.1.2014 arrived at between the parties, the dispute forming the subject-matter of the reference no longer survives.

9. In view of the averments made in the aforesaid Joint Application No.II filed on behalf of the first party/ Management and the second party/Union and in the aforesaid application dated 6.6.2014 filed on behalf of the second party/Union, and in view of the statements made by both the parties before this Tribunal, it is evident that the dispute which was referred to this Tribunal in the above reference no longer survives.

10. In view of the above, the Reference is answered by stating that the dispute forming the subject-matter of the Reference no longer survives.

11. Award is passed accordingly.

Justice S. P. MEHROTRA, Presiding Officer

नई दिल्ली, 26 अगस्त, 2014

का.आ. 2375.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब एण्ड सिंध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चण्डीगढ़ के पंचाट (1295/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25/08/2014 को प्राप्त हुआ था।

[सं. एल-12012/170/2002-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 26th August, 2014

S.O. 2375.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1295/2007) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure, in the industrial dispute between the management of Punjab and Sind Bank, and their workmen, received by the Central Government on 25/08/2014.

[No. L-12012/170/2002-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present : SRI KEWAL KRISHAN, Presiding Officer.

Case No. I.D. No.1295/2007

Registered on 9.1.2007

Smt. Kitabo W/o Sh. Subhash Chand,
R/o Balmiki Basti, Main Market,
Model Town, Karnal

... Petitioner

Versus

The Branch Manager,
Punjab and Sind Bank,
Main Branch, G.T. Road,
Karnal

... Respondents

APPEARANCES :

For the Workman : Sh. Bhagwan Dass, Adv.

For the Management : Sh. J. S. Sathi, Adv.

AWARD

Passed on 28-7-2014

Central Government vide Notification No. L-12012/170/2002-IR(B-II) Dated 8.12.2006, by exercising its powers under Section 10 sub-section (1) Clause (d) and sub-section (2 A) of the Industrial Disputes Act, 1947

(hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Punjab and Sind Bank in terminating the services of Smt. Kitabo W/o Sh. Subhash Chand w.e.f. 6.2.2002 was just and fair? If not, what relief Smt. Kitabo is entitled to?”

In response to the notice the workman appeared and filed statement of claim pleading that she was appointed as Peon by the respondent management on daily wage basis w.e.f. 8.2.2001 when, two posts of Peon were lying vacant in the office. It is pleaded that her signatures were obtained on the back side of the credit vouchers and sometimes bank used to get her signatures on the vouchers as 'Kavita and Kamlesh' instead of her own name i.e. Kitabo. After completion of one year of service she raised claim to adjust her against vacant post of Peon on regular basis and the management illegally terminated her services w.e.f. 6.2.2002 without giving her any notice or retrenchment compensation. That the termination of her services is illegal and she is entitled to reinstatement.

Management filed written statement controverting the averments and pleaded that workman was never appointed as Peon but was only engaged for short intervals as casual labourer/sweeper and she worked only for 9 days and was paid Rs. 540 by way of different vouchers. That she was never asked to sign as “Kamlesh” or “Kavita” or any other co-workman. Since she worked only for nine days, she cannot claim that she worked for a continuous period of 240 days. That the claim raised by the workman is baseless.

Parties were given opportunities to lead their evidence.

In support of her case Smt. Kitabo, workman appeared in the witness box and filed her affidavit reiterating the case as set out in the claim petition.

On the other hand the management has examined Paramjit Singh, who filed his affidavit reiterating the stand as taken by the management in the written statement.

I have heard Sh. Bhagwan Dass counsel for the workman and Sh. J.S. Sathi, counsel for the management.

It was argued by the learned counsel for the workman that workman joined as Peon on daily wage basis on 8.2.2001 and her services were illegally terminated on 6.2.2002 and since her services were terminated without payment of any retrenchment compensation, the termination is illegal. He has further carried me through the photocopies of the vouchers Exhibit W1 to W6 to submit that the signatures of the workman were obtained under different names on the back of the vouchers as Kamlesh and Kavita and actually it was she to whom the

payment was made. He has further submitted that since the management has failed to produce the record despite being ordered by the Court, adverse inference be taken to hold that the workman actually worked for more than 240 days and vouchers were obtained wrongly by the management. He has placed on reliance on Divisional Forest Officer (Territorial), Bhiwani Vs. The Presiding Officer, Industrial Tribunal-cum-Labour Court, Rohtak and another reported in 2010(4) RSJ 267, wherein it was observed in para 11 of the judgment as follows :-

It is a known fact that the management is the custodian of the records. It has not only to maintain the records, but to preserve them also. The workmen, who generally are daily wagers, are neither issued appointment letters nor the termination orders. They, therefore, have to depend on the records, which are available with the management. When the workmen make a request to the Labour Court for summoning of the relevant records and a direction is issued by the Labour Court to the management for the production of the same, the management is obliged to produce the same before the Labour Court. In case, the records are relevant and are not produced before the Labour Court and is stated by the management witness that he could not produce the records in future also, the Labour Court is left with no option, but to draw adverse inference.

I have considered the contentions.

It is an admitted case that workman was engaged as a daily wager and according to the management she was engaged due to exigencies of service. Workman claimed that she continuously worked from 8.2.2001 to 6.2.2002 and it was for her to prove this fact by leading cogent evidence. According to her she was made payment through vouchers but she placed only few vouchers Exhibit W1 to W6 which are not legible except voucher W1. The voucher Exhibit W4 and W5 do not relate to her. If she has worked for one year, she would have been placed all the remaining vouchers to prove that she actually worked for more than 240 days. The management has placed on record the photocopies of vouchers Exhibit R1 to R3 showing that she was paid Rs.180 for working on 24.7.2001 and 25.7.2001 and again for 8.10.2001 and 9.10.2001 and then for 22.10.2001 to 24.10.2001. Thus as per these vouchers she did work intermittently and was paid wages on daily basis. There is no other evidence on the file except the bare statement of the workman that she worked for more than 240 days and as stated above, she even did not produce the vouchers except few that she actually received the payments for more than 240 days.

The workman moved an application dated 16.10.2007 for a direction to the management to produce the payment vouchers from February, 2001 to March, 2007 of female casual labourers pleading that the management compelled

her to sign the vouchers as Kavita and Kamlesh and to see the conduct of the management the vouchers be produced. Direction was issued to the management to produce the vouchers vide order dated 14.2.2008 but it failed to produce the same and its evidence was closed vide order dated 17.6.2010. Thus the workman summoned the record just to prove the fact that her signatures were obtained as “Kamlesh” and “Kavita” and actually the payment was made to her. Since the vouchers placed on record were actually issued in the name of said Kamlesh, it cannot be said that her signatures were obtained in place of Smt. Kamlesh and even if an inference is drawn that her signatures were obtained as ‘Kamlesh’ or ‘Kavita’, the same do not go to prove that she actually worked for 240 days as the period calculated from the vouchers placed on the file do not come to 240 days. Therefore the ratio of above said judgment is not applicable to the facts of the present case.

Thus the workman has failed to prove by leading cogent and convincing evidence that she worked for 240 days with the management as daily wager.

Even if it is taken that she did work as a daily wager for the period in question, the termination of her services of daily wager do not amount to ‘retrenchment’ as held in Divisional Forest Officer, Rohtak Vs. Jagat Singh and Another reported in 2010(4) SLR 390 wherein it was observed in para 4 of the judgment as follow:-

It may be noticed that the definition of retrenchment in Section 2(oo) of the Act is applicable to the provisions contained in Chapter VA containing Sections 25F and 25H of the Act. The termination of daily wager is not retrenchment falling within Section 2(oo)(bb) of the Act. Therefore, the workman who is a daily wager cannot be reinstated as it does not amount to retrenchment within the meaning of Sections 25F and 25G of the Act.

The Hon’ble Apex Court held in Himanshu Kumar Vidyarthi and others Vs. State of Bihar and others reported in 1997(2) CLR 15 that the discontinuance of the service of a daily wager is not a retrenchment and observed in para 3 of the judgment as follows:-

“Every department of the Government cannot be treated to be “industry”. When the appointments are regulated by the statutory rules, the concept of “industry” to that extent stands excluded. Admittedly, they were not appointed to the posts in accordance with the rules but were engaged on the basis of need of the work. They are temporary employees working on daily wages. Under these circumstances, their disengagement from service cannot be construed to be a retrenchment under the Industrial Disputes Act. The concept of ‘retrenchment’ therefore, cannot be stretched to such an extent as to cover these employees. The learned

counsel for the petitioners seeks to contend that in the High Court, the petitioners did not contend that it is a case of retrenchment but termination of their services is arbitrary. Since they are only daily-wage employees and have no right to the posts, their disengagement is not arbitrary.

Thus, the workman has failed to prove that she worked for continuously for 240 days with the management and since she herself claims to be as ‘daily wager’, the termination of her services do not amount to ‘retrenchment’.

In result, it is held that the action of the management in terminating the service of the workman was just and fair and she is not entitled to any relief. The reference is answered accordingly against the workman. Let hard and soft copy of the award be sent to the Central Government for information and further necessary action.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 26 अगस्त, 2014

का.आ. 2376.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय 2, धनबाद के पंचाट (161/1999) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/08/2014 को प्राप्त हुआ था।

[सं. एल-12012/214/98-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 26th August, 2014

S.O. 2376.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 161/1999) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the management of Bank of India, and their workmen, received by the Central Government on 25/08/2014.

[No. L-12012/214/98-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD

PRESENT : SHRI KISHORI RAM, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 161 of 1999

PARTIES : Mr. Ashok Kumar Sahu,
Ex-workman, C/o Radhey Raman Sharma
Bank of India, Nadim Medical Hall,
Islampur, PO & Distt: Gumla

Vs.

The Regional Manager,
Bank of India, Palkot Road, Gumla

Order No. L-12012/214/98/IR(B-II) dt.23.03.1999

APPEARANCES :

On behalf of the Workman/ : Mr. M. N. Rewani,
Union Ld.Advocate

On behalf of the Management : Mr. S. K. Chamaria,
Ld.Advocate

State : Jharkhand Industry : Banking

Dated: Dhanbad, the 31st July, 2014.

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12012/214/98/IR (B-II) dt.23.03.1999.

SCHEDULE

“Whether the termination of service of Shri Ashok Kumar Sahu, Ex-workman by the Bank of India w.e.f. 2.6.1997 is legal and justified? If not, what relief the workman is entitled to?”

On receipt of the Order No. L-12012/214/98/IR (B-II) dt.23.03.1999 of the above mentioned reference from the Government of India, Ministry of Labour & Employment, New Delhi for adjudication of the dispute, the Reference Case No. 161-1999 of was registered on 01.04.1999 and accordingly an order to that effect was passed to issue notices through the Registered Posts to the parties concerned, directing them to appear in the Court on the date fixed, and to file their written statements along with the relevant documents. In pursuance of the said order, notices by the Registered Posts were sent to the parties concerned.

Both the parties made their appearances and filed their pleadings and photocopies of their documents. The Union and the O.P./Management contested the case, respectively.

2. The case of ex-workman/applicant Ashok Kumar Sahu as represented in his written statement is that he having his date of birth as 5.7.1957 had began to work as Budlee Sepoy in the Bank of India at Gumla Branch from the 1981 while he was 24 years old. He also worked for 68 and 109 days at the Branches of Talo and Manjhatoli

respectively, and continued to work from 13.7.1993 in the Regional Office, Palkot Road, Gumla. His name was registered at Gumla Branch since 1981. Despite the letter dt.14.07.1995 of the Regional Manager, Gumla Region to the Zonal Manager, Bihar (South) Zone Personnel Department recommending the workman for duly absorption, the Management had appointed the persons including an outsider Tapan Kumar Das brought by V.N. Sharma of the Zonal Office against the vacancy in the Gumla region during the years 1982, 1987 and 1996, but aforesaid Tapan had never worked in any of the branches of the Bank. On 30.1.1996, there were vacancies in the four branches at Bano, Raidih, Chainpur and Dumri for which the panel was prepared as per the letter dt.18.5.1996 showing the name of the applicant at the fourth place, as the applicant had continuously worked for 286 days in the year 1991 as per the letter dt.14.7.1995, which was sent to the Zonal Manager, Bihar (South) Zone, Personnel Department. The applicant put claim for justice from the High Officers of The Bank even by publishing in the Daily “Aaj” on 20.7.1996. He also sent the Advocate’s Notice dt.13.8.1986 to the Bank, the D.C. Gumla as well as to the A.L.C. as per the letter dt.23.6.1997. He had submitted his papers called for in the office on 31.5.1996. He applied for permission to join against the vacancy at Marria Branch, Gumla just he had applied several times for payment of Bonus and arrears as earlier paid to him by the Branches of Gumla and Manjhatoli. As the Deputy Regional Manager H.N. Mishra had verbally stopped the service of the applicant since 2.6.1997, the applicant resorted to the Court for consideration of his case. The file of the Budlee Sepoy is maintained in the Bank which may be persued, as his termination is not at all legal and valid, he is entitled to reinstatement in his service.

3. The ex-workman in his rejoinder has categorically denied all the allegations of the O.P./Management, yet re-represented his case as in his written statement itself.

4. Whereas the case of the O.P./Management with specific denials is that this reference is not maintainable in law on facts, as the person concerned is not a workman under the Industrial Dispute Act, 1947, nor ever employer-employee relationship existed between the Management and him at any time. The Management has to follow the employment procedure in confirmatory with the Constitutional Provision at the time of recruitment of employee in the service of the Bank. Not any officer of the Bank at the Branch level is empowered to select or recruit any employee on the roll of the bank to his choice. Names of the eligible candidates are called for from the Employment Exchange. The person concerned was neither ever engaged nor selected or recruited in the service of the Bank by the Competent Authority in accordance with the recruitment Rules and procedure. He has not any right to claim for a regular employment on any substantive post or for performing any substantive duties. Since he had no

status of an employee of the Bank, neither question of alleged termination of his service from 2.6.1997 nor that of compliance of provision u/s 25(F) the Industrial Dispute Act, 1947 arises. Any illegal engagement by any Officer of the Bank contrary to the recruitment rules and procedure does not confer on such person the status of an employee/workman, so he can not claim for any right over employment in the service of the Bank. The person was being engaged as a "Coolie" purely on temporary casual basis as and when required. He was a daily wager in different branches in exigencies only. He was never issued by the Bank any letter of appointment, as he had availed of the opportunity to apply against the vacancy, but he could not be selected due to his failure in the written test/Interview for it, resulting in not getting an employment. He is still at liberty to apply in case, any vacancy is not filled. His Writ petition: CWJC No.195/2001 filed before the Hon'ble High Court, Patna, Ranchi Bench for reinstatement on the ground of aforesaid oral termination in 1997 was declined to provide any such relief. On this score, the reference is not maintainable. As such the action of Management is legal and justified.

5. The O.P./Management in their rejoinder has specifically denied and alleged all the allegations of the person concerned as false and misleading, further alleging that one or more branches have already been closed. If vacancies arise on different occasions, they are filled by following the recruitment procedure. The candidates successful at the Test/Interviews are taken in employment to required number, and thereafter, the panel list stands scrapped. The person concerned never raised any dispute against it. So he is not entitled to any of the reliefs as prayed for or otherwise.

FINDING WITH REASONS

6. In them present reference, Ashok Kumar Sahu, the ex-workman for himself, and MWI Rajesh Kumar, the Chief Manager, the Bank of India at Gumla Branch for the O.P./Management have been respectively examined.

On perusal of the pleading, evidences oral and documentary, of both the parties, it indisputably appears that the employment of the workman as Badlee Sepoy casual worker by the O.P./Management was purely a daily wager in exigencies for 64 days during the period from 16.1.1981 to 16.1.1984 as per his Experience Certificate dt.15.4.1987 issued by the Manager, Bank of India, Gumla Branch, Ranchi(Ext.W.2 with objection).It also seems beyond any dispute that the Ex-workman was issued the Interview Letter dt.22.1.1996 by the Regional Office,Gumla Region(Ext.W/1 =Ext.M.3) for employment as Sepoy (Peon) consequent upon the letters dt.1/4.7.1995 and 14.7.1995 of the Regional Managers of Gumla and Bihar (Sangh) Zone to the G.M.,Head Office, Personnel Department concerned (The photocopies thereof as Extt.W.1 and 1/2 with objection) in that regard. It can not be denied by the

ex-workman that his Writ petition: CWJC 195/2001 filed against the O.P./Management based on his aforesaid same working days was disposed of as declined to grant any relief as per the Order dt.15.1.2001 of the Hon'ble Jharkhand High Court at Ranchi passed therein, with an option for filing the Industrial Dispute, if permissible in law (Ext.M.1).

Mr. N. M. Rawani, Learned Counsel for the Union/workman that the workman has continuously worked for 286 days in the 1991 at Regional Office,Gumla, as stated by himself to have filed it also, and despite his Experience Certificate dt.15.5.1987 and two Admitted Management's letters dt.1/4.7.1995 & 14.7.1995(Ext.W.2,1/2 & 1 with objection respectively), his termination verbally by the Management w.e.f. 2.6.1997 is neither legal nor justified. But the statement of the workman to have filed in the case his appointment letter for the post of Budlee Sepoy and the documents of his working for 286 days in the year 1991 apparently as a new base for this case appears to be quite false and baseless, as none of them has been filed by him.

So far as the photocopies of the Attendance Sheet of three persons Sajit Oraon,Vim Oraon(dead now) and workmen Ashok Sahu for the period of April,1995 to March,1997 (Extt.W.4 series in 25 sheets with objection) are concerned, these are unauthenticated as well as unpleaded; hence these are entirely inadmissible in eye of the Laws. The workman appears to have played his last Trum Card for his claim.

On the other hand,Mr.S.K.Chamaria,the Learned Advocate for O.P./Management has contended that the workman was intermittently engaged as a coolie on casual basis in different branches of the Bank in exigencies; he had applied for and faced the interview in the year 1996 as per his Interview letter dt 22.1.1996 (Ext.W.1/1 = Ext.M-3) against the vacancies of Sepoy (Peon),but he was not selected for it on account of his failure therein. He was never engaged as a regular employee by the Management according to the recruitments Rule and Procedure of the Management. Nor he was ever a workman/employee of the Management under Sec. 2(S) of the Industrial Disputes Act, 1947. Since there was no relationship of Employer-Employee between the Management and the alleged Ex-workman. No question of his termination/retranchment from service by the Bank of India w.e.f. 2.6.1997 arises. Further Mr.Chamaria has laconically submitted that appointment made to a post not in consonance with Statutory rules is illegal; irregular appointee even if continued for a long time is not entitled to be regularized as held by the Hon'ble Apex Court in the case of Subedar Singh Vs. District Judge, Mirzapur, 2001 Lab I.C.64(SC).Underlining the reference under adjudication having been barred,Mr.Chamaria relied upon AIR 2003(SC)4701, Pondichary Khadi & Village Industry Board

Vs. Kulothangan, and submitted as held therein, that the dispute raised about termination of services of temporary workman by way of Writ petition, the High Court passed reasoned order on merits as a final order after contested hearing, so reagitation of same before Labour Court is barred by Res-judicata, more so when the 'lesser relief' of re-instatement which was the subject matter of industrial Dispute had already been claimed by respondent workman in Writ petition (Para 10,11). But I disagree with the contention of Mr. Chamaria at the point in the instant case, because the ex-workman had earlier filed the reference for the issue of termination in the year 1999 earlier than his CWJC No.195/2001 against the Management before the Hon'ble Jharkhand High Court at Ranchi for the same, but even the Writ was not finally decided on merit by the Hon'ble High Court, so the instant case is not barred by Res-judicate'. The former ruling appears to be applicable to the instant case of the workman irregularly engaged as a casual worker in exigencies.

On consideration of the materials available on the case record, I find that the workman clearly appears to have failed to discharge the onus of proof over the point of his continuous working for minimum 240 days during a period of twelve calendar months preceding the date of the reference as required u/s 25(B)(2)(a)(ii) of the Industrial Dispute Act, 1947. In lack of it, an unengagement of the instant ex-workman as a casual/purely temporary one amounts to no termination/retrenchment as defined under Sec.2(oo) of the said Act.

In result it is, in the terms of the reference, hereby awarded that in view of irregular engagement of the ex-workman purely as a casual worker in exigencies for a few days, an unengagement of him by the Bank Management accordingly is not his termination/retrenchment from the service of Shri Ashok Kumar Sahu as alleged, as he had never been in continuous service as a casual worker for minimum 240 days as required under the Sec.25 (B) of the I.D. Act. So the alleged question of his termination w.e.f. 2.6.1997 whether legal or justified never arises. The workman is not entitled to any relief, not even of any compensation as well.

KISHORI RAM, Presiding Officer

नई दिल्ली, 26 अगस्त, 2014

का.आ. 2377.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेन्ट बैंक होम फाइनेंस लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (06/2006) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/08/2014 को प्राप्त हुआ था।

[सं. एल-12012/111/2005-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 26th August, 2014

S.O. 2377.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 06/2006) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the management of Cent. Bank Home Finance Ltd. and their workmen, received by the Central Government on 25/08/2014.

[No. L-12012/111/2005-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, LUCKNOW

PRESENT : Dr. MANJU NIGAM, Presiding Officer

I.D. No. 06/2006

Ref. No. L-12012/111/2005-IR (B-II) dated: 02.03.2006

BETWEEN

Ms. Purnima Shukla
R/o G-87, Sanjay Gandhi Puram,
Faizabad Road,
Lucknow.

AND

The Branch Manager
Cent Bank Home Finance Ltd.
Branch Office, B-54, Bhatia Complex
Kapoorthala Crossing, Mahanagar
Lucknow.

AWARD

1. By order No. L-12012/111/2005-IR (B-II) dated: 02.03.2006 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Ms. Purnima Shukla, R/o G-87, Sanjay Gandhi Puram, Faizabad Road, Lucknow and the Branch Manager, Cent Bank Home Finance Ltd., Branch Office, B-54, Bhatia Complex, Kapoorthala Crossing, Mahanagar, Lucknow for adjudication to this CGIT-cum-Labour Court, Lucknow.

2. The reference under adjudication is:

“Whether it is fact that Ms. Purnima Shukla was engaged by cent, Home Finance Ltd. Lucknow during the period from 05-05-1998 to 20-09-2004? If so, whether the action of the management of in terminating her from service is justified and legal and what relief is the disputant concerned entitled to?”

3. The case of the workman, Ms. Purnima Shukla, in brief, is that she was engaged/recruited temporarily by the opposite party bank in clerical capacity since 05.05.1998 and worked as such continuously for more than six years without any break; whereby completing more than 240 days of continuous working in a calendar year. It is stated by the workman that while her period of service, she received the cash from depositors/borrowers under her signatures, prepared vouchers, maintained various ledgers, registers, prepared evaluation sheets and periodical statements etc. It is submitted by the workman that she was paid salary in cash without taking her signatures anywhere. It is stated that the management did not pay her regular wages and other facilities at par with the regular employees and in the starting she was paid Rs. 1600 per month which was raised from time to time and was getting Rs. 2370 per month from January, 2002. It is submitted by the workman that the management asked her to get payment through an agency viz. M/s. Bright Enterprises, Bhopal. The workman did not accede to the directions of the management and filed a complaint before Assistant Labour Commissioner, which resulted into oral termination of her services by the opposite party w.e.f. 20.09.2004. It has been alleged by the workman that the action of the management in terminating the services of the workman was in violation to the provisions of Section 2 (oo) and 25 F of the Industrial Disputes Act, 1947. Accordingly, it has been prayed by the workman that her illegal termination be set aside and she be reinstated with full back wages.

4. The management of the Cent Bank has filed its written statement denying the claim of the workman and has submitted that the applicant is not a workman within the provisions of the Act and provisions of Section 2A is not applicable in present case. It is specifically submitted that the claimant was never engaged/appointed by the opposite party at any point of time nor was paid any wages and claimant is seeking back door entry into the services of the Bank. It is submitted by the management that the claimant worked with the opposite party as a representative of the working agency viz. Bright Enterprises and there is no relationship of employer and employee between the bank and the claimant, therefore, their no termination or violation of any of the provisions of the Act. Accordingly, the management has prayed that the claim of the claimant be rejected being devoid of any merit.

5. The workman has filed its rejoinder; wherein apart from reiterating the submissions already made in the statement of claim, it has submitted that the Cent Bank is a subsidiary of the Central Bank of India and works under administrative control of the Central Bank, therefore, it is an appropriate government as per provisions of Section 2 (A) of the Act. Further, it has been stated that the claimant is workman under provisions of the Section 2 's' of the Act. As regards engagement of the workmen through agency viz. it has been submitted that the said agency

was established on 12.09.2000 and was registered before Regional P. F. Commissioner only on 5.5.2003 whereas she was working with the management since 05.05.1998.

6. The parties have filed documentary evidence in support of their case. The workman has examined herself whereas the management has examined Shri Sudhir Kumar, Branch Manager in support of their pleadings. The parties availed opportunity to cross-examine the witnesses of each other apart from forwarding oral arguments.

7. Heard representatives of the both the parties and perused entire evidence on record and gone through respective pleadings of the parties.

8. The authorized representative of the workman has argued that the workman was appointed on the post of Clerk-cum-Cashier by the then Branch Manager of the Cent Bank Home Finance Ltd. On 05.05.98 and worked as such up to 20.09.2004 when the opposite party terminated her services orally without giving any notice or notice pay, in violation to the provisions of Section 25 F of the ID Act.

9. In rebuttal, the management has come forward with the case that the workman was never appointed/engaged by the opposite party, therefore, there arise no question of terminating her services. It is also contended that the workman worked in the office of the opposite party as a representative of the working agency and there was no relationship of master and servant between the bank and the workman. It has also taken the plea that the claimant is not 'workman' within the provisions of Section 2's' of the Act and present dispute is not covered within the provisions of Section 2(A) of the Act.

10. I have given my thoughtful consideration to the submissions of the authorized representatives of the parties, their pleadings and entire evidence adduced, documentary as well as oral.

11. The management of the Cent Bank in its written statement has taken objection regarding validity of the reference order and jurisdiction of this Tribunal to adjudication the present industrial dispute. It has also pleaded that present dispute is not covered under Section 2(A) of the Act. In this regard it is well appreciated that the present industrial dispute has been referred to this Tribunal by the appropriate Government i.e. Central Government, in exercise of powers conferred under Clause (d) of the sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Tribunal Act, 1947 and this Tribunal has to answer the schedule of reference, referred to it.

The Section 2A of the Industrial Tribunal Act, 1947 reads as under:

“2A. Dismissal, etc., of an individual workman to be deemed to be an industrial dispute. – (1) Where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual

workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute.”

The present dispute relates to the termination of the services of the claimant and bare reading of Section 2A, it comes out that the same is well covered within the provisions contained in Section 2A, and also, the management has never challenged the reference order before competent Court. The reference has been referred to this Tribunal by the Central Government to answer and it has no power to refuse the same or to sit in appeal against the order of reference. In *Steel Authority of India Ltd. Vs. Hindustan Steel Employees Union & Ors.* 1998 (78) FLR 293 it has been observed as under:

“Court has to see substance and not form of order. Formal defects in citation of reference order would not oust jurisdiction of Tribunal. If the Government inadvertently or wrongly or even deliberately commits the dispute for adjudication under Section 2(K) of the Act, the Tribunal has still power for adjudication if from material I could be said that the dispute has come into existence under Section 2A of the Act by operation of law. The Tribunal in doing so, would not go beyond the term of reference as the term of reference was whether the termination of service was justified or not justified.

Hence, in view of the law cited and discussions made hereinabove, I am of the opinion that the objection of the management as regard validity of the reference order and jurisdiction of this Court has no force and the present industrial dispute is well within the provisions of Section 2(A) of the Industrial Disputes Act, 1947.

12. The management has taken another objection that the claimant is not workman within the provisions of Section 2 ‘s’ of the Industrial Disputes Act, 1947. It has been pleaded by the claimant that he performed duties clerical in nature and received payment for the same; whereas the management has come forward with the pleading that the claimant was a representative of the agency viz. Bright Enterprises. It has not come forward with any pleading or evidence as to what was the nature of the duties of the claimant to ascertain this Tribunal as to whether she was a ‘workman’ within the provisions of the Act or not. On the contrary the claimant has pleaded that she has been appointed as clerk-cum-cashier and she received the cash from depositors/borrowers under her signatures, prepared vouchers, maintained various ledgers, registers, prepared evaluation sheets and periodical statements etc.

Section 2‘s’ of the Industrial Disputes Act, 1947 defines ‘workman’ which is as under:

2. “(s) “workman” means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-

(i)

(ii)

(iii)

(iv) Who, being employed in a supervisory capacity, draws wages exceeding [ten thousand rupees] per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.”

In this regard the onus was on the management to come forward with evidence such as details of work liabilities in respect of the claimant and powers conferred upon her to show that the claimant was actually engaged in managerial or supervisory work; but the management has utterly failed to do so, in as much as, it could not make specific pleadings regarding nature of duties of the claimant. Also, it is not denied that the claimant did not work with the opposite party; the onus is on the opposite party to explain in what capacity she has been inducted with the opposite party, which puts her out of the purview of the definition of ‘workman’. Therefore, on the basis of the evidence on record, I am of the opinion that the claimant is ‘workman’ as defined in the Section 2 ‘s’ of the Act.

13. Now coming to the merits of the case, admittedly, the workman has worked with the opposite party. But the management of the Cent Bank has denied very specifically direct engagement or appointment of the workman by the Bank; rather it has pleaded that she was a representative of an agency viz. Bright Agency. The workman has controverted this stand of the management that she has been engaged through an agency viz. Bright Enterprises, with submission that the said Agency was established only on 12.09.2000 vide registration No. 19669/BPL/CE/2000 dated 12.09.2000 of M.P. Shops and Establishment Act, 1958 and was registered with the Regional P.F. Commissioner, M.P. only on 05.05.2003 vide registration No. MP/UP-KK/Bhopal/3588/Pr.K/151 dated 5.5.2003. The workman has also filed photo copy of above registrations in support of its pleadings.

On scrutinizing the documents submitted by the management it comes out that the management has not filed any contract/agreement with the Bright Enterprises regarding supply of men power. However, the workman has filed photo copy of a letter dated 03.08.2004 from M/s. Bright Enterprises addressed to the Branch Manager, Cent Bank, Lucknow with submission that the agency is in the business of supplying men power for last 05 years and is interested to supply the men power in their Branch also. This goes to show that the claimed agency viz. M/s. Bright Enterprises first came into the picture on 03.08.2004 only while the workman had been engaged with the Cent Bank w.e.f. 05.05.98. Hence, the contention of the workman gets strengthened that she was engaged by the then Branch Manager and later on she was forced to receive payment through some agency. The management has filed details of payments made to various agencies viz. Creative Info Systems, Micro Systems, Tracer and Investigator and Bright Enterprises. But in its pleadings the management has pleaded that the workman as a representative of M/s. Bright Enterprises only, it has not mentioned the names of the other agencies nor has uttered a word about engagement of the workman through other agencies also. The details of payment made to the agencies cannot be relied up for reasons firstly, in the absence of any contract between the Cent Bank and Agencies it cannot be said that alleged payments were made for men power supply; and secondly, the details does not bear the name of the workman or her receiving on it. Also, the management could not produce any certificate regarding registration as 'Principle Employer' before the competent authority, therefore, again it could not be inferred that there was any valid contract between the opposite party and the agency for supply of the men power. In *Secretary, Haryana State Electricity Board vs. Suresh & others* 1999 (81) 1016 Hon'ble Apex Court has observed that when the workmen have worked for a year and completed 240 days, there existed a relationship of employer and workmen. Also, no genuine contract labour system prevailing with the board and so called contractor was a mere name lender with a contract license and even the Board was not registered as principal employer the so called contract system was a mere camouflage.

Hence, in view of the facts and case law cited hereinabove, it can be well concluded that the workman was an employee of the Cent Bank and there was a relationship of employer and employee between the Cent Bank and the workman.

14. The management has pleaded that it has not appointed the workman. It is also their case that the workman did not undergo the prescribed procedure for recruitment and is just seeking back door entry to the services of the Bank. The management has pleaded that the workman has been engaged through an agency viz. Bright Enterprises; but could not substantiate its pleading

through evidence. On the contrary the workman has pleaded that it has worked with the management for 240 days and their services have been terminated in violation to the provisions of the Section 25 F of the I.D. Act, 1947. The workman has tried to corroborate her pleadings with the details of certain payments made through cheques. The management witness, Shri Sudhir Kumar, in his cross-examination, has admitted that he made payment to the workman, Purnima Shukla through cheque. The management has pleaded that the workman was a representative of the agency; but when it is established that there was no valid contract between the management of Cent Bank and the Agency for supply of men power and there was no registration of the management as principal employer. The workman could not be deemed to be employee of the agency, as alleged by the management; rather could be deemed to be the employee of the Cent Bank as it has no where denied that the workmen never worked with the management. Only it has been stated that she was working in the management through agencies, for which there is no reliable documents viz. contract regarding supply of men power, registration of the bank as principle employer. Thus, the only conclusion that can be drawn in the above circumstances is that the workman was in the services of the Cent Bank on the date of termination i.e. 20.09.2004.

15. There is no denial from the management that the workman never worked with it; rather it has pleaded that it worked through agencies; but when, for the want of formalities in engaging labour through some agency, it has got established that the workman was an employee of the Cent Bank then it could be well appreciated that the workman was in the services of the Bank since his initial date of engagement i.e. 05.05.1998 and she worked continuously till the alleged date of termination i.e. 20.09.2004 and she worked for more than 240 days in a year preceding the date of alleged termination i.e. 20.09.2004. Furthermore, it can also be inferred that her services have been terminated in violation of the provisions of Section 25 F of the Industrial Disputes Act, 1947, without giving any notice or notice pay in lieu thereof or any retrenchment compensation.

16. Since there was no contract between the management and the so called agency for supply of men power; and the workmen worked with the management of Cent Home Finance Ltd. and the services of the workmen have been terminated in violation to the provisions of the Section 25 F of the Industrial Disputes Act, 1947.

17. The workman has pleaded that she had been appointed by the opposite party; but has not produced any appointment letter etc. to substantiate her claim that she was ever went through the prescribed procedure for appointment. The services of the workman was terminated on 20.09.2004.

18. In Jagbir Singh v. Haryana State Agriculture Mktg. Board (2009) 15 SCC 327 : (2010) 1 SCC (L&S) 545: Senior Superintendent Telegraph (Traffic), Bhopal v. Santosh Kumar Seal and others (2010) 2 SSC (L&S) 309 Hon'ble Apex Court has observed as under:

“However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice.

The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily wages has not been found to be proper by this Court and instead compensation has been awarded.”

19. In Deepak Ganpat Tari vs. N.E. Theater Pvt. Ltd. 2008 (119) FLR 877 Hon'ble Bombay High Court relying on the Hon'ble Apex Court's judgment in APVK Brahmandandam 2008 (117) FLR 1086 (SC) Telephone DM vs. Keshab Deb 2008 (118) FLR 376 (SC) JDA vs. Ram Sahai 2006 (111) FLR 1178 (SC), while awarding compensation of Rs. 1,50,000 to the concerned workman considering his daily wages as Rs. 45 in view of the fact that the workman had put in about 3 years of service, has observed as under:

“It is apparent that termination of services of a daily wager does not amount to retrenchment and for violation of Section 25 F in such circumstances, the employee cannot be given benefit of reinstatement with continuity and back wages. Hon'ble Apex Court has held that in such circumstance employee is entitled to benefit of compensation only.”

20. In the light of principle laid down in aforementioned case laws, it would not be just and proper to direct that the workman be reinstated in service as they were not appointed with the opposite party, following due procedure for recruitment. The ends of justice would meet by paying compensation to the workman instead in place of relief of reinstatement in service.

21. Having regards to these facts that the workman was not a regularly appointed employee of the Cent. Bank Home Finance Ltd. and has worked after engagement on wages of Rs. 2370 at the time of her alleged termination and keeping in view the entire facts of the case and the law, the interest of justice would be subserved, if, management is directed to pay lump sum amount of compensation only.

22. Accordingly, the management of Cent Bank Home Finance Ltd. is directed to pay a sum of Rs. 85,000 (Rupees Eighty Five Thousand only) to the workman as

compensation for termination of her services in violation of Section 25 F of the I.D. Act. The said amount shall be paid to the workmen within 08 weeks of publication of the award, failing which; the same shall carry simple interest @ 6% per annum.

21. The reference is answered accordingly.

Dr. MANJU NIGAM, Presiding Officer

LUCKNOW

25th July, 2014

नई दिल्ली, 26 अगस्त, 2014

का.आ. 2378.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत की एलआईसी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 79/2000) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/08/2014 को प्राप्त हुआ था।

[सं. एल-17012/10/2000-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 26th August, 2014

S.O. 2378.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 79/2000) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the management of LIC of India and their workmen, received by the Central Government on 25/08/2014

[No. L-17012/10/2000-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM- LABOUR COURT, LUCKNOW**

PRESENT : Dr. MANJU NIGAM, Presiding Officer

I.D. No. 79/2000

Ref. No. L-17012/10/2000 – IR(B-II) dated: 28.07.2000

BETWEEN

Sh. Virendera Kr., S/o Sh. Hori Lal
M. Cham Mahmood, Near Purana Shahar
Near Nawab Sahab Ki Kothi, Lohar Wali Gali
Bareilly (U.P.)

AND

The Zonal Manager
LIC of India, Zonal Office
35-D, Rampur Bagh,
Bareilly (U.P.) 243001

AWARD

1. By order No. L-17012/10/2000-IR(B-II) dated: 28.07.2000 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Sh. Virendera Kr., S/o Sh. Hori Lal, M. Cham Mahmood, Near Purana Shahar, Near Nawab Sahab Ki Kothi, Lohar Wali Gali, Barilly (U.P.) and the Zonal Manager, LIC of India, Zonal Office, 35-D, Rampur Bagh, Barilly (U.P.) for adjudication.

2. The reference under adjudication is:

“WHETHER THE ACTION OF THE MANAGEMENT OF LIC OF INDIA, BAREILLY IN TERMINATING THE SERVICES OF SHRI VIRENDRA KUMAR EX-CLASS-IV EMPLOYEE W.E.F. 1.5.1999 IS LEGAL AND JUSTIFIED? IF NOT, WHAT RELIEF THE CONCERNED WORKMAN IS ENTITLED TO AND FROM WHICH DATE?”

3. The case of the workman, Virendera Kumar, brief is that he was appointed as class – IV employee in the LIC of India on 16.04.1991 and he worked continuously till 01.05.1999 when his services have been terminated by the management without any notice or notice pay in lieu thereof or any retrenchment compensation in violation to the provisions contained in Section 25 F of the Industrial Disputes Act, 1947. It has been alleged by the workman that he worked with the management of LIC without any break but it made artificial breaks in order to deprive him the benefits of regularization; moreover it is also alleged that he was made to put signatures and receive payment in fictitious names viz. Kamlesh Kumar, Vijay Kumar, Viay, Gopal, Harish, Naresh, Raju, Rajendera, Ramesh, Arvind, Ajay and Mahendera which amount to unfair labour practice on the part of the management. It has been submitted by the workman that he worked for more than 240 days in each year preceding his termination and is entitled for regularization and accordingly, has prayed that his termination be declared illegal and he be reinstated with consequential benefits including continuity in service and back wages.

4. The management of the LIC of India has filed its written statement; wherein it has denied the claim of the workman and has submitted that the workman was engaged as casual labour on daily rate basis, in the exigencies and his services come to an end automatically with the close of office hours; as such, there was no termination of his services at any point of time. The management has submitted that since there was no formal termination, therefore, there arise no question of violation of any of the provisions of the I.D. Act. Accordingly, the management has prayed that the claim of the workman be rejected being devoid of any merit.

5. The workman has filed rejoinder whereby he has only reiterated his averments already made in the statement of claim and has introduced nothing new.

6. The parties have filed documentary proof in support of their respective cases. The workman has examined himself whereas the management examined Shri A.K. Sharma, Assistant Administrative Officer in support of their case. The parties availed opportunity to cross-examine the each other's witnesses apart from putting oral arguments.

7. Heard representative of both the opposite party and perused evidence on record.

8. The authorized representative of the workman has argued that the management of the LIC of India has terminated the services of the workman without complying the mandatory provisions of the Section 25 F of the Act, though the workman has completed 240 days continuous working. It has also argued that the management made the workman work in different names and made payment accordingly in fictitious names just to deprive the workman of regularization.

9. Per contra, the representative of the LIC of India has argued that the workman was never appointed by the bank following prescribed procedures for the recruitment in the LIC. It has further contended that the workman was engaged as casual labourer for specified time period and his services automatically came to an end with the day closure, therefore, this does not come within the termination/retrenchment of the services of the workman. He has also argued that the workman has failed to prove his allegation that he received payments in fictitious names.

10. The parties have filed documentary evidence in support of their case. The workman has filed photo copy of the following documents:

- (i) Applications for making payment by the workman.
- (ii) Applications for making payment in the name of Naresh Kumar.
- (iii) Applications for making payment in the name of Ramesh.
- (iv) Applications for making payment in the name of Ajay.
- (v) Applications for making payment in the name of Vijay.
- (vi) Applications for making payment in the name of Mahendera.
- (vii) Applications for making payment in the name of Rajendera.
- (viii) Applications for making payment in the name of Harish.
- (ix) Attendance sheet.

In rebuttal, the management of the Bank has filed photo copy of LIC of Inda (Staff) Regulations, 1960, which provides details of norms and regulations followed in the LIC of India, including recruitment process in various categories.

11. I have given my thoughtful consideration to the rival contentions of the authorized representatives of the parties and scanned entire evidence on record.

12. It is the case of the workman that he worked with the opposite party continuously for the period 16.04.1991 to 01.05.1999; but the management of LIC of India in order to disturb his continuity made him to receive payment in fictitious names. It is also alleged that the management instead of regularizing his services, terminated his services without any notice or notice pay in lieu thereof in contravention of the provisions contained in the Section 25 F of the I.D. Act, 1947 instead of fact that he worked for more than 240 days in each calendar year.

13. It is settled law that when the workman comes forward with the case that his services have been terminated without following provisions of the Section 25 F of the Act, then burden of proof heavily lies upon him that he had worked for 240 days in the preceding twelve months from the alleged date of his termination. In his cross-examination the workman has stated that he has appointed by Shri Anand Mohan Saxena, Asstt. Administrative Officer and that he worked continuously from 1991 to 1999. It has also been stated that the received payment in different names.

In rebuttal, the management witness, in cross-examination, has stated that the workman was not appointed as temporary or permanent employee; rather was engaged as casual labour. It was denied that the no payment was ever made to the workman in other persons' name. It was further stated that the casual labours are engaged as per need of the office and their engagement comes to an end with the end of the work.

14. It is the case of the workman that he worked for more than 240 days in each year even then the management of LIC of India has terminated his services, in violation to the provisions of Section 25 F of the Industrial Disputes Act, 1947. In *Surenderanagar Panchayat and another v. Jethabhai Pitamberbhai* 2005 (107) FLR 1145 (SC) Hon'ble Apex Court came to the conclusion that in order to claim the benefits of provisions of Section 25 F of the Act, the burden is on the workman to prove by cogent evidence that he was actually in employment for 240 days in twelve months preceding the date of alleged termination; and where the workman failed to prove that he had been in employment with the employer for a period of 240 days uninterruptedly in a year preceding the date of termination, he is not entitled to the protection of section 25 F of the Industrial Disputes Act, 1947. It was held by the Hon'ble

Supreme Court that the scope of the enquiry before the Labour Court was confined only to 12 months preceding the date of termination to decide the question of the continuous service for the purpose of section 25-F of the Industrial Disputes Act, 1947. Further, Hon'ble Apex Court has observed as under:

“The claimant, apart his oral evidence has not produced any proof in the form of receipt of salary or wages for 240 days or record of his appointment or engagement for that year to show that he has worked with the employer for 240 days to get the benefit under Section 25-F of the Industrial Disputes Act. It is now well settled that it is for the claimant to lead evidence to show that he in fact worked for 240 days in a year preceding his termination.”

Although the workman has claimed to having worked for more than 240 days in each calendar year; but has failed to substantiate the same with evidence. In view of the case law cited hereinabove, the burden was on the workman to prove that he had actually worked for 240 days in twelve months preceding the date of termination i.e. between 01.03.1998 to 30.04.1999. The attendance sheet he has filed pertains to year 1995 and 1996; whereas the date of alleged termination is 01.05.1999; and the workman was required to prove his continuous working for 240 days during period 01.03.1998 to 30.04.1999. But he has utterly failed to prove the same as there is no substantial document on the record to carve the finding that the workman actually worked for 240 days preceding the date of alleged termination and his termination dated 01.05.1999 was illegal and unjustified.

15. The workman has also pleaded that he was made to work in different names and was compelled to receive payment in different names; but could not prove the same. The management has denied this allegation of the workman, therefore, it was incumbent upon the workman to call for a Hand Writing Expert report to substantiate his pleading that the alleged signatures in different names were incorporated by him only; but the workman failed to call for any Hand Writing Expert.

16. Thus, in view of the discussions made above, it comes out that the workman was not engaged by the LIC of India following the procedure; but rather he was engaged as casual labourer in exigency. In case of casual labour in order to get some relief he was required to prove that he had worked continuously for 240 days uninterruptedly in a year preceding his termination, as observed by Hon'ble Supreme Court in *Surenderanagar Panchayat and another v. Jethabhai Pitamberbhai* 2005 (107) FLR 1145 (SC). In the present case, the initial burden of establishing the fact of continuous work for 240 days in preceding twelve months from the date of alleged termination i.e. 01.05.1999 was on the workman; but he utterly failed to discharge this burden that he had worked for 240 days. Thus, under the facts

and circumstances of the case, I am of the opinion that the alleged action of the management in terminating the services of the workman w.e.f. 01.05.1999 was neither illegal nor unjustified.

17. Accordingly, the reference is adjudicated against the workman Virendera Kumar; and in my opinion he is not entitled to any relief.

18. Award as above.

Dr. MANJU NIGAM, Presiding Officer

LUCKNOW

12th August, 2014

नई दिल्ली, 26 अगस्त, 2014

का.आ. 2379.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-2, चण्डीगढ़ के पंचाट (संदर्भ सं. 680/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/08/2014 को प्राप्त हुआ था।

[सं. एल-12012/107/2004-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 26th August, 2014

S.O. 2379.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 680/2005) of the Cent. Govt. Indus. Tribunal-cum-Labour Court-II, Chandigarh as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen, received by the Central Government on 25/08/2014.

[No. L-12012/107/2004-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

PRESENT : SRI KEWAL KRISHAN, Presiding Officer

Case No. I.D. No.680/2005

Registered on 25.8.2005

Sh. Mohinder Kumar,
C/o Sh. J.G. Verma,
House No.3030/1,
Sector 44D, Chandigarh

....Petitioner

Versus

The General Manager,
Punjab National bank (North Zone),
Zonal Office, Sector 17,
Chandigarh

.....Respondents

APPEARANCES

For the workman : Sh. R.K. Singh Parmar, AR

For the Management : Sh. Vinod Dehal, Deputy Mngr

AWARD

Passed on- 18.7.2014

Central Government vide Notification No. L-12012/107/2004 IR(B-II)) Dated 29.9.2004, by exercising its powers under Section 10 Sub-section (1) Clause (d) and Sub-section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Punjab National Bank in imposing penalty of dismissal on Sh. Mohinder Kumar, Clerk-cum-Cashier is legal and just? If not, what relief the concerned workman is entitled to and from which date?”

In response to the notice, the workman submitted statement of claim pleading that he joined the respondent management who terminated his services vide order dated 21.12.1999. He has challenged the said order on the ground that the inquiry conducted in the present case is not proper and no witness was examined. That the Inquiry Officer submitted the report on 19.6.1998 and the disciplinary authority remanded the case vide order dated 16.11.1998 and said order is illegal and thereafter the inquiry report submitted by the Inquiry Officer is also illegal. That he filed affidavits of the persons exonerating him of the charges.

No legal evidence was led before the Inquiry Officer and the findings recorded in the inquiry report are not sustainable. On the basis of the inquiry report, his services were terminated and the appeal preferred by him was also dismissed which is illegal. That he be reinstated in service.

Management filed written reply controverting the averments and pleaded that workman is guilty of gross misconduct and after conducting the inquiry and serving a show cause notice on him, his services were rightly terminated. That the case was remanded by the disciplinary authority after considering the request of the workman. That the impugned order passed is legal and valid.

I have heard Sh. R.K. Singh Parmar, AR of the workman and Sh. Vinod Kumar Dehal, Deputy Manager for management.

The workman was charge-sheeted on account of following charges –

CHARGE-SHEET

1. On 27.5.1997 you withdrew a sum of Rs.25000/- from SF A/c No.40 of Mrs. Sunita fraudulently without getting the payment passed from the authorized official and the customer has denied having taken any payment of Rs.25000/- on the said date. Thus you misappropriated the amount of Rs.25000/- of the customer.

2. On 11.6.1997 you received a sum of Rs.44,500/- from Sh. Om Prakash for deposit in his account No.48 and issued receipt for the same and also made entry in his passbook but there is no such entry in bank's books thus embezzling the amount of the customer. When account holder raised this use and made complaint, you refunded the amount of Rs.44,500/- to Sh. Om Prakash and thereafter influenced him to withdraw his complaint.

3. On 27.5.1997, you received Rs.3000/- and Rs.2500/- from Sh. Anil Joshi for deposit in SF A/c No.36 and CA No.11 respectively but did not enter in the Cashier's long book and other books. On 30.5.1997 you altered the date on the pay-in-slips from 27.5.1997 to 30.5.1997 and deposited the amount on 30.5.1997 thus misappropriating the amount of Rs.5500/- for three days.

4. On 3.4.1997 Sh. Khubi Lal deposited Rs.1000 in his SFA/c No.175 and you made the entry of Rs.1000/- in his passbook as well as ledger sheet. However there is no such entry in cash book, long book etc. Thus you have misappropriated Rs.1000/- of the customer.

5. The following debit entry in the passbook of the customer has been made by you :

A/C No.	Name	Date	Amount
SF 40	Sunita	10.6.1997	Rs.5000/-

There is no corresponding debit entry in the ledger sheet, cash book and long book etc. which reflects your malicious and fraudulent intention.

6. On 15.5.1997 and 3.6.1997 you received Rs.6000/- and Rs.7000/- respectively from Sh. Mohan Lal for deposit in his SF A/c No.147 and made entries in the passbook. Neither receipt was issued to the customers nor cash thus misappropriating customer's money.

7. On 1.10.1996, while officiating as assistant cashier at BO: Sector 7: Panchkula, you received a sum of Rs.15000/- from Sh. Ajay bansal for deposit in SF A/c No.10816 but did not enter the cash in the cashier long book and deposited the amount on 3.10.1996 thus misappropriating the amount of Rs.15000/- for two days.

He was also issued supplementary charge-sheet dated 8.2.1999 to the effect that he caused overdraft in certain accounts.

A lengthy argument was advanced to show that the inquiry held is illegal and more particularly the order of remand dated 16.11.1998 is illegal. Suffice it to say that perusal of the said order dated 16.11.1998 shows that the case was remanded on the request of the workman himself. The inquiry has been held to be fair and proper by this Court vide order dated 5.9.2011 and the said order has attained finality and thus it cannot be said that the inquiry held in the case is not legal and valid.

It was contended by the learned counsel that no pecuniary loss has been caused to the bank and therefore the punishment of dismissal is disproportionate to the alleged misconduct and he be reinstated in service. Suffice it to say that a bank Officer is required to exercise higher standard of honesty and integrity and if he has not shown due diligence in the discharge of duties, he cannot take the defence that no loss has been caused to the bank by his act. A perusal of the charge-sheet shows that he has withdrawn amounts from the accounts of the depositors and the punishment awarded cannot be held to be disproportionate to his misconduct and do not call for any interference.

In result it is held that the action of the management in dismissing the workman is legal and just and the workman is not entitled to any relief. The reference is accordingly answered against the workman.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 26 अगस्त, 2014

का.आ. 2380.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कारपोरेशन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (91/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/08/2014 को प्राप्त हुआ था।

[सं. एल-39025/01/2010-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 26th August, 2014

S.O. 2380.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 91/2012) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the industrial dispute between the management of Corporation Bank and their workmen, received by the Central Government on 25/08/2014.

[No. L-39025/01/2010-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Thursday, the 31st July, 2014

**PRESENT : K.P. PRASANNA KUMARI, Presiding
Officer****Industrial Dispute No. 91/2012**

(In the matter of the dispute for adjudication under Sub-section 2A of Section-10 of the Industrial Disputes Act, 1947 (as amended by Act-24 of 2010 w.e.f. 15.09.2010), between the Management of Corporation Bank and their workman)

BETWEEN

Sri S. Velmayil : 1st Party/Petitioner

AND

The Deputy General Manager : 2nd Party/Respondent
Corporation Bank
Zonal Office, Whites Road
Royapettah,
Chennai-600014

Appearance:

For the 1st Party/ : Sri S.D. Srinivasan,
Petitioner Authorized Representative

For the 2nd Party/ : M/s T.S. Gopalan & Co.,
Management Advocates

AWARD

This is an Industrial Dispute taken for adjudication on the file under Sub-section 2A of Section-10 of the Industrial Disputes Act, 1947 (as amended by Act-24 of 2010 w.e.f. 15.09.2010).

1. The averments in the Claim Statement in brief are as below :

The petitioner was working as Clerical Staff at Eraiyur Branch of the Respondent Bank. By order dated 04.02.2009 he was placed under suspension by the Disciplinary Authority. The suspension of the petitioner was not in compliance with the guidelines or the memorandum of settlement. The petitioner was alleged to have committed certain misconducts. The Charge Sheet against the petitioner was issued with inordinate delay. An enquiry was conducted on the allegations made against the petitioner. The enquiry officer did not deal with the preliminary objections raised in the enquiry proceedings. The documents which are not having evidentiary value were relied upon by the Enquiry Officer. The findings of the Enquiry Officer are based on assumptions and not on oral or documentary evidence. The charges leveled against the petitioner were not established in the enquiry proceedings. In spite of this, the Enquiry Officer has held

that the charges against the petitioner are proved. The Disciplinary Authority did not consider the representation submitted by the petitioner and imposed the punishment of dismissal from service on the petitioner. The appeal filed by the petitioner before the Appellate Authority was dismissed after expiry of the period prescribed in the Memorandum of Settlement. The petitioner has raised the Industrial Dispute consequently. The allegation against the petitioner that he misused the pass words of the officials, manipulated accounts and withdrew amount from the accounts of the customers is not correct. There is no justification in dismissing the petitioner from the service of the Respondent. An order may be passed setting aside the punishment imposed on the petitioner and directing the management to reinstate the petitioner in service with all attendant benefits.

2. The Respondent has filed Counter Statement contending as follows

The Respondent Bank has computerized all its branches. Eraiyur branch in the Vellore Circle was computerized in 2008. After introduction of Core Banking System accounts are maintained by the system in which entries are to be made by the Clerical Staff who will log into the system using his unique USER ID and secret passwords for making entry and such entries are to be authenticated by the Branch Manager or the Authorized Officer using his USER ID and secret password. An SB account holder can withdraw money from his account otherwise than by issue of cheque also for which he should go to the branch personally with a Pass Book, obtain a withdrawal slip or loose cheque leaf by means of a requisition and by signing the relevant register and thereafter present the withdrawal slip or the loose cheque leaf for payment alongwith the Pass Book. There is an Information System Audit System at a site away from the branches, for the Respondent. If any transaction is found abnormal or unusual those transaction would be taken up for close scrutiny and verification. If any irregularity is suspected it would be reported to the controlling office for detailed verification. Towards the close of 2008 Information Audit System noticed certain transactions or Eraiyur branch put through by the petitioner to be abnormal and they were referred for detailed investigation. An investigation was carried out to find out if there is any nexus between the petitioner and the fraudulent transactions. The Investigating Officer who carried out the investigation had listed out the irregularities committed by the petitioner in Eraiyur Branch. As per the investigation report as many as 14 fraudulent transactions were carried out by the petitioner by unauthorizedly transferring funds from one account to another to derive undue pecuniary gain for himself. The total amount involved in these fraudulent transactions was Rs. 4.18 lakhs. In all these transactions the relevant entries and authorization of entries were made in the computer system by the petitioner,

either under his own User ID or by using the User IDs of other officials of the branch by abusing his official position and by taking advantage of the negligence of the other officials or the confidence reposed by other officials in him. Regarding these transactions, either there were no vouchers or the vouchers were forged. Apart from the above 14 transactions, during the period from 23.05.2008 to 11.11.2008, the petitioner carried out 7 irregular transactions for an aggregate amount of Rs. 1.58 lakhs in the sundry creditors account, local bank account and in the accounts of the branch constituents under his own User ID or User ID of some other officials and embezzled funds. On 03.09.2007, the petitioner unauthorizedly raised a demand loan for Rs. 0.30 lakh against a Fixed Deposit holder even if there was no loan application and the deposit was under lien to an education loan. On 30.01.2008, the petitioner delinked the lien without any authority and transferred the Fixed Deposit to the overdue deposit account though the loan was still outstanding. On 30.06.2008, the petitioner made a cash credit entry of Rs. 46,972/- into an agricultural demand loan misusing the User ID of an Officer of the Branch and closed the account without the bank actually receiving any cash towards closure of the said account. The cash amount of Rs. 46,972/- was got adjusted from out of 24 imaginary cash payments aggregating Rs. 73,117/- of unconnected accounts. On 03.11.2008, the petitioner fraudulently availed the housing loan for Rs. 3.50 lakhs by misrepresentation and without creation of simple mortgage even though he had purchased the property much earlier, on 15.10.2008 for a consideration of Rs. 0.90 lakhs. The proceeds of the housing loan were misused by the petitioner. On 15.10.2008, the petitioner withdrew Rs. 50,000/- from his account by unauthorizedly allowing overdrawals, though the balance in his account was only Rs. 76.50. He regularized the overdrawal by availing employees jewel loan. The petitioner was indulging in chit fund business in his village. A charge sheet was issued to the petitioner listing out all the charges in details. He did not give any explanation to the charge sheet. An enquiry was conducted on the charges and the Enquiry Officer gave his report holding that all the charges against the petitioner are proved. The petitioner was furnished with the copy of the enquiry report and he has given comments on the report. A Second Show Cause Notice was issued to him proposing punishment of dismissal. The petitioner had given a written representation in answer to this. The Disciplinary Authority passed orders of punishment of dismissal after considering the representation. The domestic enquiry conducted against the petitioner was in fair and proper manner. If for any reason the enquiry is found to be vitiated the Respondent may be given an opportunity to lead evidence in proof of the charges against the petitioner. There is no reason to interfere with the findings of the Enquiry Officer or the punishment imposed on the petitioner. Before framing charges against the petitioner the Investigation reports

against him had to be studied carefully. There was no delay in framing the charges. The petitioner is not entitled to any relief. The petition is to be dismissed.

3. In answer to the Counter Statement the petitioner has filed a rejoinder denying the allegations made against him in the Counter Statement and also reiterating his case in the Claim Statement.

4. The evidence in the case consists of documents marked as Ext.W1 to Ext.W20 and Ext.M1 to Ext.M82. No oral evidence was adduced on either side.

5. The points for consideration are:

- (i) Whether the Respondent had succeeded in establishing the charges made against the petitioner.
- (ii) Whether the Management is justified in imposing the punishment of dismissal from service on the petitioner?
- (iii) What, if any, is the relief to which the petitioner is entitled?

The Points

6. The petitioner was appointed in the Clerical Cadre of the Respondent Bank on compassionate grounds in August 2006. He was working at Eraiyur Branch of the Bank when he was suspended from service pending enquiry, on 04.02.2009. According to the Respondent, certain irregularities were noticed in the work done by the petitioner in the Bank. Initially, the Information Audit System had detected some abnormality in the transactions dealt with by the petitioner. A Special Audit had confirmed the irregular transactions and based on the Special Audit investigation was carried out to find out if the petitioner has anything to do with those irregular transactions. On investigation, the Investigation Officer has listed out the irregularities allegedly committed by the petitioner. On the basis of the said report, and other materials the petitioner was placed under suspension and charge sheet was issued to him. The said charge sheet runs as follows:

“2.1 That while working as Clerk at Koothanur (Eraiyur) Branch during the period between 30.04.2008 and 03.01.2009, you carried out a series of unauthorized and/or irregular transactions in the accounts of certain constituents of the branch by entering/authorizing the related entries thereof in the computer system either in your own User ID and/or by misusing the User IDs of other Officers/ Clerks at the Branch, as detailed in Table-I furnished here below and more detailed thereafter:

TABLE-I

Sl. No.	Date	A/c to which debited	Particulars and Cheque/Withdrawal Slip No.	Amount Rs.	A/c to which credited	Entry entered by (As shown by system)	Entry authorized by (As shown by system)
1.	30.04.08	SB3602	To SB No. 5880 No Voucher	40,000/-	SB 5880	S. Velmayil	R. Rajagopalan
2.	30.04.08	SB 5880	To Cash 598554	40,000/-	Cash Withdrawn	S. Velmayil	R. Rajagopalan
3.	14.05.08	SB3602	To Self 598767	10,000/-	Cash Withdrawn	S. Velmayil	R. Rajagopalan
4.	10.06.08	SB3602	To Self 599068	70,000/-	Cash Withdrawn	S. Velmayil	J.T. Rao
5.	10.07.2008	SB3602	To Self 599437	40,000/-	Cash Withdrawn	S. Velmayil	J.T. Rao
6.	25.07.08	SB3602	To Self 599644	60,000/-	Cash Withdrawn	S. Velmayil	J.T. Rao
7.	10.10.08	SB3602	To Self 838624	1,000/-	Cash Withdrawn	J.T. Rao S. Velmayil	S. Velmayil
8.	05.07.08	SB5200	3432	13,000/-	To ECODF 060004	S. Velmayil	J.T. Rao
9.	03.01.09	SB5200	To Self 839914	10,000/-	Cash Withdrawn	S. Velmayil	J.T. Rao
10.	24.10.08	ACC 22/5	Debt Waiver Scheme	18,226/-	SB 3442	KK Rajendran	R. Rajagopalan
11.	24.10.08	SB 3442	To Self 838836	18,226/-	Cash Withdrawn	KK Rajendran	R. Rajagopalan
12.	29.10.08	SB 113	To Self 838889	26,616/-	Cash Withdrawn	S. Velmayil	R. Rajagopalan
13.	14.06.08	Cash	By Cash	70,000/-	SB3602	KK Rajendran	J.T. Rao
14.	25.11.08	Cash	By Cash (KCC int.)	679/-	SB3602	S. Velmayil	R. Rajagopalan

2.2 That Sri P. Kannan has been maintaining Savings Bank A/c No. 3602 at the Branch since 10.03.2004. That on 30.04.2008, without preparing the related vouchers, you unauthorizedly debited SB A/c No. 3602 of Sri P. Kannan with a sum of Rs. 40,000/- and credited the said amount to SB A/c 5880 of Sri A. Rajendran maintained with the Branch as mentioned at S.No. 1 of Table-I here above, without consent of the latter. That the entries pertaining to the aforesaid transaction were entered in the system by you and the same were authorized by you in the User ID of Sri R. Rajagopalan, the Branch Manager without his consent/ knowledge. That thereafter, using withdrawal slip bearing No. 598554 dated 30.04.2008, you unauthorizedly withdrew like amount of Rs. 40,000/- from the said SB A/c No. 5880 of Sri A. Rajendran as mentioned at S.No. 2 of Table-I supra and misappropriated the said amount. That the entries related to the said withdrawal were also entered by you in computer system and that the said entries were authorized by you in the User ID of Sri R. Rajagopalan, the Branch Manager without his consent/or knowledge. That by carrying out aforesaid unauthorized and irregular transactions as also by misusing the User ID of Sri R. Rajagopalan, as aforesaid, you derived pecuniary gain to the extent of Rs. 40,000/-.

2.3 That on 14.05.2008 and 10.06.2008, without the knowledge of account holder, you unauthorizedly

withdrew Rs. 10,000/- and Rs. 70,000/- respectively from SB A/c No. 3602 of Sri P. Kannan and misappropriated the said amounts. That the aforesaid amounts were withdrawn by means of withdrawal slips as stated in S.No. 3 & 4 of Table-I here above. That the entries related to aforesaid transaction at S.No. 3 were entered by you in the system and the same were authorized by you in the User ID of Sri R. Rajagopalan, the Branch Manager without his consent and knowledge. That the entries related to transactions at S.No. 4 of the Table were authorized by you in the User ID of Sri J.T. Rao. That no entries were made in the Withdrawal Slip Issued Register. That the withdrawal slip No. 598767 was written by you and the payment thereof was received by you. That, the aforesaid withdrawals were effected by means of withdrawal slips though use of withdrawal slips has been discontinued long back in terms of HO Circular No. 219/05 dated 02.05.2005. That in the aforesaid manner, by misusing the User ID of the Branch Official, you unauthorizedly withdrew amounts aggregating Rs. 80,000/- from SB A/c 3602 and misappropriated the said amount.

2.4 That on 10.07.2008 and 25.07.2008, without the knowledge of the account holder, you unauthorizedly withdrew Rs. 40,000/- and Rs. 60,000/- respectively in cash from SB A/c 3602 through withdrawal slips bearing numbers 599437 and 599644 as mentioned at S.Nos. 5 and

6 of Table-I here above and misappropriated the said amounts. That the signatures appearing on the withdrawal slips do not match with the signature of the account holder held on record. That the account holder disputed the aforesaid withdrawals. That the entries related to the aforesaid transactions were entered by you in the system.

2.5 That on 10.10.2008, without the knowledge of the account holder, you withdrew a sum of Rs. 1,000/- from the SB Account 3602 of Sri P. Kannan as mentioned at S.No. 7 of Table-I here above and misappropriated the said amount. That the entries related to aforesaid transaction were authorized by you in the system. That the account holder disputed the withdrawal. That, the said withdrawal was effected by means of withdrawal slip even after use of such withdrawal slips has been stopped/discontinued long back in terms of HO Circular No. 219/05 dated 02.05.2005. That in the aforesaid manner, you unauthorizedly withdrew Rs. 1,000/- from SB A/c 3602 and misappropriated the said amount.

2.6 That Ms. Gowri, holder of the SB A/c No. 5200 had issued a cheque No. 3432 dated 05.07.2008 for Rs. 13,000/-, written in Tamil language in favour of Sri P. Babu S/o Perumal. That, with an intent to derive pecuniary gain for yourself and without the knowledge of the account holder, you clandestinely added your name as an additional payee on the cheque in English language and debited the cheque to said SB A/c No. 5200 and credited the proceeds thereof to your ECOD account No. 060004 maintained at the Branch as mentioned at S.No. 8 of Table-I above and you misappropriated the said amount. That you entered the entries related to the aforesaid transaction in the system with misleading narration as "To ECOD 060002" (i.e., Account standing in the name of the Branch Manager) to avoid easy detection of your misdeed. That in the aforesaid manner, you embezzled the funds of the constituent and derived undue pecuniary gain for yourself.

2.7 That on 03.01.2009, a withdrawal slip bearing No. 839914 dated 03.01.2009 for Rs. 10,000/- drawn on SB A/c No. 5200 of Smt. B. Gowri was presented for payment at the branch. That you entered the particulars of the withdrawal slip in the system as mentioned at S.No. 9 of Table-I above, without verifying the signature of the drawer. That thereafter, without any authority and in gross negligence, you made payment of the amount thereof, even before the said withdrawal slip was passed for payment by the supervisory official. That subsequently, Ms. B. Gowri, the account holder disputed the signatures appearing on the said withdrawal slip and demanded refund of the amount so debited to her account. That forgery of drawer's signature was also confirmed by the Government Examiner of Questioned Documents, Hyderabad. That by you aforesaid unauthorized and negligent acts and omissions, you exposed the Bank to financial risk thereby jeopardized the interest of the Bank.

2.8 That Sri V. Murugesan has been maintaining a SB A/c No. 3442 at the Branch since 18.03.2004. That he had also availed an Agricultural Loan bearing No. ACC 22/05 at the Branch. That consequent upon applying the debit waiver scheme, on 27.06.2008, an amount of Rs. 18,226/- was credited by you to the aforesaid ACC 22/05 and as such the loan account was showing a credit balance of Rs. 18,226/-. That, on 24.10.2008, with an ulterior motive to derive undue pecuniary gain, you made a transfer debit to the aforesaid ACC A/c with an amount of Rs. 18,226/- and credited the amount to SB A/c 3442 of Sri Murugesan, misusing the User IDs of Sri KK Rajendran, Clerk and Sri R. Rajagopalan for entering and authorizing the related entries respectively in the system as mentioned at S.No. 10 of Table-I supra. That, thereafter, on the same day, you clandestinely withdrew Rs. 18,226/- from SB 3442 by means of a withdrawal slip bearing No. 838836 and misappropriated the said amount. That the entries related to the aforesaid transaction were entered into the system by you in User ID of Sri KK Rajendran which were modified by you in your own User ID and thereafter the said entries were authorized by you in the User ID of Sri R. Rajagopalan as mentioned at S.No. 11 of Table-I above. That in the aforesaid manner, by misusing the User IDs of the officials of the Branch, you unauthorizedly debited the account of the constituent of the Branch and derived undue pecuniary gain.

2.9 That Sri K. Narayanan has been maintaining a SB A/c No. 113 with the Branch since 08.04.1985. That on 29.10.2008, misusing the User ID of Sri R. Rajagopalan, you debited a sum of Rs. 26,616/- to aforesaid SB A/c 113 of Sri K. Narayanan by means of a withdrawal slip bearing No. 838889 and misappropriated the said amount. That the entries related to the aforesaid transaction were entered by you in the system and thereafter the same were authorized by you in the User ID Sri R. Rajagopalan, without knowledge as mentioned at S.No. 12 of Table-I supra. That in the aforesaid manner, you debited the account of the constituent of the branch with a sum of Rs. 26,616/- and derived undue pecuniary gain, by misusing the User ID of the Branch Official.

2.10 That, on 14.06.2008, without the knowledge of the account holder, you credited a sum of Rs. 70,000/- by cash to SB 3602 as mentioned at S.No. 13 of Table-I by borrowing like amount from Sri C. Veeran, holder of SB A/c No. 5327 at the Branch. That the entries related to aforesaid irregular transaction was authorized by you in the USER ID of Sri J.T. Rao. That the aforesaid amount was credited by you to the said SB account in order to make good the amount of Rs. 70,000/- unauthorizedly withdrawn by you from the said account as mentioned at para-2.3 here above. That thus by indulging in borrowing from the constituent of the Bank and by manipulation of Branch records, you carried out the aforesaid unauthorized and irregular transactions to the detriment of Bank's interest.

2.11 That on 25.11.2008, with an intent to mislead the depositor that his KCC bearing No. KCC/60/080018 dated 25.11.2008 for Rs. 1.00 lakh was opened earlier as per his request and earned interest, without the knowledge of the account holder, you credited a sum of Rs. 679/- in cash to the Savings Bank account no. 3602 of Sri P. Kannan with the narration "By KCC int." That you entered the related cash entry in the system and authorized the same in the USER ID of Sri R. Rajagopalan, the Branch Manager without his consent/or knowledge as mentioned at S.No. 14 of Table-I above.

2.12 That, in the last week of June 2008, Sri P. Kannan, requested you to invest a sum of Rs. 1.00 lakh in term deposit by withdrawing the like amount from his aforesaid SB A/c 3602. That you did not carry out the said instructions of the constituent of the branch. That subsequently, on 10.07.2008 and 25.07.2008, you unauthorizedly withdrew amounts aggregating to Rs. 1.00 lakh as mentioned in para 2.4 here above and misappropriated the said amount. That on 25.11.2008, Sri P. Kannan approach the Branch to collect the Receipt of the Term Deposit of Rs. 1.00 lakh that he had requested you to open in the last week of June 2008. That on that day with the intention to hide unauthorized withdrawals made by you in the SB account of Sri P. Kannan as stated in para 2.4 above and to make him believe that you had opened the Term Deposit as request by him, you unauthorizedly issued a KCC Receipt bearing No. 819166 for Rs. 1.00 lakh to Sri P. Kannan (KCC/60/080018) with your single signature. That, in order to get the aforesaid KCC receipt printed, on the said day at around 11.00 AM, you made a false cash entry in the computer system showing acceptance of cash deposit of Rs. 1.00 lakh towards opening of the said KCC deposit, without factually

depositing/receiving said amount in cash and authorized the said entry in the User ID of Sri R. Rajagopalan, without his knowledge and /or consent. That further, to make Sri P. Kannan believe that the KCC deposit was opened earlier as per his request, on the same day, you passed on a credit entry by depositing a sum of Rs. 679/- in cash, into the Savings Bank account no. 3602 of Sri P. Kannan with the narration "By KCC Int.". that you entered the related cash entry in the system and authorized the same in the USER ID of Sri R. Rajagopalan, the Branch Manager without his consent/or knowledge as mentioned at S.No. 14 of Table-I above. That thereafter, to avoid detection of unauthorized withdrawals made by you on 10.07.2008 and 25.07.2008, you took back the old pass book from Sri P. Kannan and issued him a new pass book to the account holder. That subsequently, on the same day, at around 1.56 pm, in violation of the circular instructions prohibiting/restricting financial dealings with the clients of the branch/bank, you borrowed sum of Rs. 1.00 lakh from Sri P. Kannan, holder of SB A/c No. 4767 at the Branch and made good the physical shortage of cash that was persisting in the actual cash holdings of the branch on account of opening and issuance of aforesaid KCC receipt to Sri P. Kannan. That in the aforesaid manner, you misutilized the banking channels to cover-up your misdeeds and exposed the Bank to financial risk and consequences.

2.13 That, during the period between 23.05.2008 and 11.11.2008, you carried out inter-se irregular transactions in Sundry Creditors Account, Local Bank Account and in the accounts of the branch constituents, by entering/authorizing the entries related to the said transactions in the computer system either in your own User ID and /or by misusing the User IDs of other Officers/Clerks at the Branch, as detailed here below in Table-II:

TABLE-II

S. No	A/c to which debited	A/c to which credited	Date	Particulars	Amt. Rs.	Entry entered by (as shown by system)	Entry authorized by (as shown by system)
1.	Sundry Crs. Nom. A/c 17/08	SB 3602	23.05.08	Transfer entry shown as cash entry	50,000/-	KK Rajendran	R. Rajagopalan
2.	Sundry Crs. Nom. A/c 57/08, 54/08, 59/08, 17/08	Local Bank A/c	23.10.08	Transfer entry	32,436/-, 5,417/-, 12,147/-, 7,000/-	KK Rajendran	R. Rajagopalan
3.	Sundry Crs. Nom. A/c 53/08, 55/08 and 65/08	SB 3221	11.11.08	Transfer entry	24,036/-	S. Velmayil	J.T. Rao

2.13.1 That, on 054.05.2008, a sum of Rs. 57,000/- was credited/-laced in Nominal Account No. 17/08 under Sundry Creditors Account – Others by debit to Local Bank account with the narration "To OBCO amt realized" at the branch,

on account of non-availability of the particulars. That on 23.05.2008, without any authority and misusing the User ID of Sri KK Rajendran, you debited a sum of Rs. 50,000/- to the said Nominal Account No. 17/08 under Sundry

Creditors Account (GL 402003/000016) and credited the said amount to SB A/c No. 3602 of Sri P. Kannan as shown in S.No. 1 of Table-II supra, without the knowledge of Sri P. Kannan thereby repaid/re-credited the amount of Rs. 40,000/- and Rs. 10,000/- that were unauthorizedly withdrawn from the said account by you and the amount owed by you to Sri P. Kannan, respectively. That the entries related to aforesaid transaction were clandestinely made by you in the computer system in the User ID of Sri KK Rajendran. That to avoid detection of the aforesaid unauthorized transfer entries made by you, you entered the particulars of the entry as “By Cash” even though the said transaction was effected by means of a transfer entry by debit to Nominal A/c No. 17/08 under Sundry Creditors Account. That in the aforesaid manner, you embezzled Bank funds to serve your vested interests to the detriment of Bank’s interest.

2.13.2 That, consequent upon your carrying out unauthorized transaction mentioned at para 2.131 above, the amount available in the Nominal Account No.17/08 stood reduced to Rs.7000/- as against the original balance of Rs.57,000/-. That, to cover up the aforesaid unauthorized and irregular transaction carried out by you, while reversing the said entry on 23.10.2008, you without any authority and clandestinely debited unconnected Nominal Account Nos. 57/08, 54/08 and 59/08 with the some of Rs.32,436/-, Rs.5,417 and Rs.12,147/- respectively in addition to debiting Nominal Account No.17/08 with the available amount of Rs.7000/- and got reversed the entry dated 05.05.2008 for Rs.57,000/- to Local Bank Account. That the entries related to aforesaid transaction were entered by you in the User ID of Sr. K.K. Rajendran as mentioned at Sl. No.2 of Table –II here above. That in the aforesaid manner, you embezzled the Bank funds to serve your vested interests to the detriment of Bank’s interest.

2.13.3 That on 29.10.2008, without any authority whatsoever and misusing the User ID of the Branch Manger Sri. R. Rajagopalan, you transferred amount aggregating Rs.26,616/- from Sundry Creditors Account by debiting three different unconnected Nominal Account Nos. 53/08, 55/08 and 65/08 and credited the amounts thereof to SB a/c.113 of Sri. Narayanan as stated at Sl. No.3 of Table-II above. That the entries related to aforesaid transactions were entered and authorized by you in the system in you User ID and in the User ID of Sri Rajagopalan respectively. That, to avoid easy detection of the aforesaid unauthorized and irregular transaction, you gave different/contradictory narrations in the Sundry Creditors Account and in SB a/c of Sri. Narayanan as ‘To waiver a/c amt. reversed SB’ and ‘By loan amount reversed’ respectively. That thereafter, you withdrew the said sum of Rs.26,616/- unauthorizedly as stated in para 2.9 here above and derived undue pecuniary gain for yourself, to the detriment of Bank’s interest.

2.13.4 That on 19.04.2008, the Branch had sent certain instruments deposited for collection in SB A/c 3221 of TNEB and TWAD, to SBI, Periyasevalai under OBCO No.162/08. That, without receipt of the proceeds of the said instruments from the said branch of SBI, on 11.11.2008, without any authority and in abuse of your official position, you debited a sum of Rs.24,036/- to Local Bank Account (GL501001) and credited the amount to SB a/c No.3221 of TNEB & TWAD as mentioned at Sl. No. 4 of Table – 2 supra and thereby you unduly accommodated the said constituent of the branch and exposed the Bank to financial risk and consequences.

2.14 That on 03.09.2007, without any authority and without obtaining the signature of the depositor in Form No.ID 903, i.e., Memorandum of Charge/lien over deposits, you sanctioned and released a SDL bearing No.9/07 of Rs.0.30 lakh Ms. Gomathi, holder of SB a/c 4898 at the branch, against the security of KCC bearing No.93/05 for Rs.1.00 lakh which was already held as security to Corp Vidya loan bearing No.50002 of Rs.1.49 lakh sanctioned to the said constituent in February 2006. That you also failed to obtain prior permission or Deposit Receipt and thereby to safeguard the interest of the Bank, in violation of the procedural guidelines. That you also failed to obtain prior permission or approval either from the Branch Manger or from the Zonal Office Chennai to sanction SDL on the encumbered KCC referred to above. That further, on 31.03.2008, without any authority, you de-linked/cancelled the lien that was noted in the system against the said KCC and transferred the KCC to overdue deposit account, though the SDL account was outstanding, in violation of the laid down procedures, to the detriment of bank’s interest.

2.15 That on 30.06.2008, misusing the User ID of Sri. J. Thirumala Rao, Officer, you made a case credit entry of Rs.46,972/- into the AGDL a/c No.1/05 in the name of Sri A. Narayanan and closed the said AGDL account without the Bank actually receiving any case towards closure of the said account. That the said cash towards closures of the said account. That the said amount of Rs. 46,972/- was got adjusted from out of the 24 imaginary cash payments aggregating Rs.73,117/- of unconnected CCK a/cs and thereby misused your official position besides exposing the Bank to financial loss.

2.16 That, on 03.11.2008, without obtaining prior permission and/or No Objection Certificate from Personnel Administration Division Head Office, as required, you availed a CHOME loan bearing No.CHOME/01/80012 for Rs.3.50 lakh purportedly for purchase of land admeasuring 90 cents situated at Periya Kurukkal Village, Kallakurichi Taluk, Villupuram District, purportedly valued at Rs.7.20 lakh by misrepresentation and suppressing the fact that the said landed property was already purchased by you for a sale consideration of Rs.0.90 lakh on 15.10.2008 and

without creation of simple mortgage on the said property as stipulated in the legal opinion, in violation of Corp Home Scheme guidelines. That the proceeds of the aforesaid CHOME loan was withdrawn in cash through SB A/c 4023 and the same was mis-utilized by you. That by knowingly making false statement and by suppression of facts, you derived undue financial accommodation besides exposing the Bank to financial risk and consequences.

2.17 That on 15.10.2008, you withdrew a sum of Rs.50,000 by means of cash debit voucher from your SB A/c No.4023 maintained at the branch when the balance in the said account was insufficient to meet the said debit, by unauthorisedly allowing overdrawing to the extent of Rs.49,923.50 in the said SB account. That the said overdrawing was subsequently regularized by you on 16.10.2008 by availing Employees Jewel Loan bearing No. EYL/02/80002. That in the aforesaid manner, you derived undue financial accommodation by abusing your official position to the detriment of Bank's interest.

2.18 That, you indulged in Chit Fund business at Koothanur village for an amount of Rs.60,000 per month having a duration of 60 months without obtaining written permission from the Bank. That you were collecting monthly contribution at the rate of Rs.2000 per member without issuing any receipt therefore and that the chit would be auctioned every month by you which was used to be bid by the members who were in urgent need of money, thereby you indulged in trade/business outside the scope of your duties, in violation of the service conditions applicable to you.

3. That by carrying out the aforesaid irregular transactions mentioned at Para 2.1 to 2.18 here above, you indulged in:

- (a) Unauthorized transfer of amount from one account to another;
- (b) Withdrawal of amount from SB account without the knowledge of the account holder and misappropriation of the same;
- (c) Depositing cash into SB account without the knowledge of the account holder;
- (d) Making false case credit entry without paying-in-slip/without receiving physical cash and issuance of deposit receipt under your single signature;
- (e) Unauthorized crediting of proceeds of customer's Cheque to your ECOD account;
- (f) Unauthorized closure of loan accounts through cash module without receiving cash and
- (g) Unauthorized debits to sundry creditors account and local bank account.

4. That the above acts and omissions reported against you, if proved, would tantamount to;

- (i) Breach of any rule of business of the bank or instruction for the running of any department;
- (ii) engaging in any trade or business outside the scope of your duties without the permission of the Bank;
- (iii) willful damage or attempt to cause damage to the property of the Bank or any of its customers and
- (iv) doing acts prejudicial to the interest of the Bank or gross negligence or negligence involving or likely to involve the bank in serious loss;

Minor misconduct under clause 7 (d) and Gross misconducts under clause 5 (a), 5(d) and 5(j) respectively of the Memorandum of Settlement on Disciplinary Procedure dated 10.04.2002 applicable to you, besides involving moral turpitude”.

7. Before the Enquiry Officer the Management had examined four witnesses. MW1 is the Officer of the Vigilance Division who conducted the investigation and submitted the report. Apart from him, the Manager of the branch wherein the alleged incident had taken place, another officer who was working there and the only Clerk other than the petitioner who was working in the branch at the time of the incident are those examined.

8. The Enquiry Officer had found the petitioner guilty of all the charges raised against him. Rather than going by the charge framed by the Management the Enquiry Officer had framed several issues based on the charge sheets served on the petitioner and dealt with each of the issues separately. Rather than going by these issues framed by the Enquiry Officer I will be going by the Charge Sheet served on the petitioner.

9. For coming to the conclusion that the petitioner is guilty of all the charges the Enquiry Officer, apart from referring to the evidence of the witnesses and the documents before it had also referred to the statements given by some persons to MW1 the Investigating Officer. Reference is also made to the discussion made by the Investigating Officer with some of the persons involved. It has been pointed out by the counsel for the petitioner that in the absence of examination of those persons before the Enquiry Officer, it was not proper for the Officer to refer to the statements to bring home the guilt of the petitioner. Certainly there is justification in this submission made by the Counsel. It would not be proper to refer to the statements of those persons who were not examined before the Enquiry Officer and I will be refraining from doing so. Another aspect that is pointed out by the Counsel is that the Enquiry Officer has relied upon the report of the preliminary investigation conducted by Vishwanath immediately after detection of the alleged incidents. This also could not be referred to, the Officer who is the author of the report having not been examined. Another argument that is being advanced by the counsel is that the very report of MW1 is based on the report of Vishwanath and

for this reason this report also could not be taken into account. This argument is without any basis. MW1 has conducted investigation on his own and his report is not based on the report filed by Vishwanath. He has been before the Enquiry Officer as a witness and has been elaborately cross-examined on behalf of the petitioner also.

10. Before discussing the case on merits there is one more aspect that requires reference. Regarding seven of the transactions the details of which are given in two tables in the charge sheet which is extracted earlier, the case of the Management is that even though the User ID of some others were used for the transactions the petitioner is the one who had entered these transactions in the system and he is the one who is liable. Unless it is established by the Management specifically that the petitioner had been using the User ID of others and also the User ID of the Branch Manager for authorizing the entries, the petitioner could not be made responsible for those entries. In so far as there is no proof to show that the petitioner himself had been responsible for those entries, the natural presumption is that the entries were made by those persons in whose name the User ID or the Authorization ID as the case may be stands. This must be true with respect to the petitioner also regarding the transactions which came under his User ID.

11. The allegations in the Charge Sheet pertains to transactions in respect of the accounts of different account holders or in respect of certain sundry accounts. It will be convenient to discuss the charges in respect of particular account or a particular account holder together. According to the Management several irregularities were done with respect to SB A/c No. 3602 which stood in the name of one P. Kannan. The irregularities in this respect are shown as S. No. 1, 3, 4, 5, 6, 7, 13 and 14 of Table-I in the Charge Sheet. Again they are explained under heads 2.2, 2.3, 2.4, 2.5, 2.10, 2.11, 2.12 and 2.13.1 in the Charge Sheet. As seen from Charge 2.2 on 30.04.2008 the petitioner had unauthorizedly debited account of P. Kannan with Rs. 40,000 without preparing relating vouchers and credited this amount to the SB Account of one A. Rajendran. The entries regarding the transaction was allegedly made by the petitioner and authorized by him itself in the User ID of the Branch Manager without his consent or knowledge. After this, on the same day the petitioner withdrew the amount and misappropriated the amount. In the same manner on 14.05.2008 the petitioner is said to have unauthorizedly withdrew Rs. 10,000/- and on 10.06.2008, Rs. 70,000/- from the account of Kannan and misappropriated these amounts. The authorization regarding these also is said to have been done by the petitioner in the User ID of the Branch Manager and that of J.T. Rao, another Officer. The withdrawal slips in respect of these transactions are said to be in the handwriting of the petitioner. In the same manner the petitioner allegedly withdrew Rs. 40,000 on 10.07.2008 and Rs. 60,000 on

25.07.2008 from the account of P. Kannan and misappropriated these amounts. It is alleged that the signature in the withdrawal slips pertaining to these transactions do not match with the signature of the account holder. On 10.10.2008 the petitioner allegedly made one more withdrawal, this time of Rs. 1,000/- from the account of P. Kannan. On 14.06.2008, the petitioner is said to borrowed Rs. 70,000/- from one Veeran, an account holder of the same branch and credited the amount to the account of Kannan. On 25.11.2008, the petitioner issued a KCC Receipt for Rs. 1,00,000/- to Kannan who approached him at the branch on the day. He also obtained the old Pass Book of Kannan and retained it and issued a new Pass Book to him. Though the KCC Receipt was issued on 25.11.2008, on the said date itself he credited a sum of Rs. 679/- to the account of Kannan as interest towards the KCC Deposit. According to the Management, Kannan had even earlier instructed the petitioner to invest Rs. 1,00,000 in Term Deposit by withdrawing this amount from his SB Account. But rather than investing the amount, he withdrew Rs. 1,00,000/- in instalments of Rs. 40,000/- on 10.07.2008 and Rs. 60,000/- on 25.07.2008 but failed to invest the amount. But when Kannan approached him on 25.11.2008 he issued deposit receipt to Kannan on that date and credited Rs. 679/- as interest to make him believe that the investment has been made earlier. Though a Deposit Receipt was issued to Kannan, actually no cash was deposited towards this investment. For this purpose he had been using the User ID of the Branch Manager without his knowledge also. On the same date, subsequently, the petitioner allegedly borrowed amount from one K. Kannan, another account holder of the branch and made good the physical shortage of cash in the actual holdings of the branch on account of issuance of the KCC Receipt to Kannan. On 23.05.2008 the petitioner allegedly debited a Sundry Nominal Account of a sum of Rs. 50,000/- and credited this also to the account of P. Kannan.

12. Regarding the entries pertaining to the transactions referred to above, it has been argued by the petitioner's counsel that there is no evidence to show that the entries pertaining to the transactions were made by the petitioner himself, even though most of them are shown in the system as entered in his User ID, by him. The argument of the counsel has been based on certain revelations made by the witnesses during their examination. It has come out during the evidence of MW4, the Branch Manager and also MWs 2 and 3 who were working in the relevant branch that there was the practice of using the User ID of one person in more than one terminal. According to MW4, the Branch Manager he even used to leave his system open with his User ID. His explanation was that there used to be continuous power failure and failure of link connectivity and if the system is logged out it would take more than 15 minutes to log on as the UPS was not working properly. MW3, the other Clerical Staff in the branch alongwith the

petitioner has deposed that the Branch Manager used to advise him to open the terminal other than the one in which he was using also in his own User ID for entering transactions, because of power and link failure. The argument that was advanced by the counsel for the petitioner is that if such practice was there the entries referred to earlier pertaining to the account of P. Kannan could have been made by some other staff of the bank also and need not have been by the petitioner himself. However, there is the admission made by the petitioner himself pertaining to many of the above transactions to the effect that the entries were made by him. So there is no scope for advancing such an argument. The file pertaining to the enquiry proceedings contain copy of the letter that has been written by Vishwanathan who conducted the preliminary investigation, to the petitioner. This letter refers to several transactions with respect to which malpractices were allegedly conducted. Though the investigation report of Vishwanathan itself could not be referred to, there could not be any objection in referring to the letter written by Vishwanathan which finds a place at Page-98 and has been marked as MEX-4 in the enquiry proceedings. Page-135 contains the explanation of the petitioner to this letter. There is no case for the petitioner that this is not the letter written by him. It is clear from this very reply that he had received the letter from Vishwanathan. The letter by Vishwanathan refers to the KCC Deposit in the name of P. Kannan, entry of Rs. 679/- towards interest, debiting of Rs. 40,000/- of the account of Kannan on 30.04.2008 and withdrawal of this amount on the same day. There is no case for the petitioner that the debiting of Rs. 40,000/- from the account of P. Kannan was not done by him. So also it is admitted by him that the entry pertaining to the withdrawal of Rs. 40,000/- was made by him even though through User ID of Rajendran. The explanation given by him is that it was done as per the instructions from the Branch Manager and the same has been authorized by the Branch Manager. Even assuming that there was possibility of others making entries in the User ID of a particular employee unless it is established that it was not done by the person holding the USDR ID himself the presumption is to be that it was done by him.

13. Regarding the KCC Deposit of Rs. 1,00,000/- the petitioner has stated in his reply that he had obtained a hand loan of Rs. 1.00 lakh from P. Kannan the customer and that when he returned the amount to Kannan he asked to invest the amount in KCC and it was accordingly the investment was made. He has further stated that the interest for the amount for one month i.e. Rs. 679/- was credited by him to the SB Account of Kannan and he has returned the narration, KCC interest for his understanding. He has also stated that since earlier Pass Book was complete, he has given a new Pass Book and that the new Pass Book was written by him manually as the Pass Book Printer has been under repair.

14. P. Kannan, the holder of SB Account 3602 has not been examined before the Enquiry Officer even though several alleged unauthorized transactions are pertaining to his account. MW1 seems to have discussed with him during his investigation. However, the Management did not think it necessary to examine this person and the Management is handicapped to this extent also. In spite of this, the available evidence coupled with the admission of the petitioner would show that the case of the Management that a hasty deposit of Rs. 1.00 lakh in the name of Kannan was made by the petitioner even without making any physical payment of cash for the purpose and a receipt was issued by petitioner to Kannan. The very letter written by the petitioner would show that the Deposit Receipt was issued by him to Kannan. According to him he has delivered the receipt to Kannan and asked him to get the signature of the Manager as soon as the Manager arrived since he was away from the Branch at that time. This admission itself would show that the receipt was issued in the absence of the Manager, without any signature by the Manager. The entry pertaining to the deposit shows that it was authorized by the Manager. The explanation given by the petitioner itself would show that the entry regarding deposit receipt was generated when the Manager was not there. At the same time authorization regarding the entry is seen done in the User ID of the Manager. It is clear from this that the petitioner had unauthorizedly used the User ID of the Branch Manager without his knowledge or consent. It is clear that deposit receipt was issued by him without actual cash deposit and without authority. The amount was shown to have accrued interest also though it did not. It has been pointed out by the counsel that KCC Deposit is one for which interest will go with the corpus. So interest could not have been shown in the SB account of Kannan. So it is clear that it is a clandestine transaction entered by the petitioner.

15. So far as the charge that the receipt was issued without making any actual cash deposit, the petitioner has not given any explanation in his reply. It is seen from the entry pertaining to the payment scroll of 25.11.2008 (Page-479 of Respondent's typed set) that the shortage that has occurred on account of issuing the receipt without receipt of physical cash was made good only subsequently, though on the same day.

16. If actually, the account holder Kannan was made to know at that point of time itself that the investment is being done on 25.11.2008 only, the petitioner need not have shown the entry crediting Rs. 679/- towards interest on the same date. In all probability the petitioner made the account holder believe that the investment had been made on a much earlier date itself. Otherwise such crediting of interest need not have been made at all. This probabalizes the case that some malpractices must have been done by him earlier pertaining to the account of Kannan. The

issuance of a New Pass Book also must have been with the purpose of covering the malpractice.

17. The petitioner had admittedly debited a sum of Rs. 40,000/- out of the account of P. Kannan on 30.04.2008. The same amount was credited to the account of one Rajendran. The explanation given by him in the reply is that this was done at the instance of the Branch Manager. He has justified his act stating that the same is authorized by the Branch Manager. The stand of the Manager is that he has not authorized any of the disputed entries including this one. It is clear from my earlier discussion pertaining to issuance of KCC Receipt for Rs. 1.00 lakh that the petitioner has been liberally using the User ID of the Branch Manager with or without his consent. Even assuming that there is basis for the stand of the petitioner that his debiting of Rs. 40,000/- was authorized by the Branch Manager there could not be any justification for this act of the petitioner for the reason that this was done by him without complying with the procedure. There is no voucher pertaining to this transaction so there is nothing to show that this debiting was done with the consent of the account holder even if it was authorized by the Manager. In the absence of any voucher the debiting of the account is to be treated as unauthorized. The statement of account of Kannan shows that though the amount is actually credited to the account of Rajendran the account number is not shown, but merely shown as credited to SB. It is clear that intentionally the petitioner tried to conceal things. All this would show that the transaction was without the knowledge of the account holder. Even if authorization of the transaction was done by the Manager, the petitioner will not be absolved of the charge.

18. On the same day, on 30.04.2008 itself the amount of Rs. 40,000/- which was credited to the account of one Rajendran had been withdrawn. According to the Management, the amount was unauthorizedly withdrawn by the petitioner himself. This withdrawal was by using withdrawal slip. Though according to the Management, the user of the withdrawal slip was stopped long ago, the petitioner had resorted to this. However, the Bank seems to have been continuing this practice liberally and so the use of withdrawal slip could not be to the disadvantage of the petitioner. Though it is alleged that this amount has been withdrawn and misappropriated by him, there is no evidence available to show that the amount was not withdrawn by the account holder but by the petitioner himself. The entry in the withdrawal slip seems to have been made in the handwriting of the petitioner. However, this would not show that the withdrawal was not made by the account holder. The concerned account holder has not been examined. I have been making off hand comparison of the specimen signature of Account Holder Rajendran found in Page-608, volume-III of Respondent Set with the signature of the account holder found in Ext.M77, the withdrawal slip pertaining to the transaction

and I do not find much of a difference in between the two. In the absence of any material to show that the petitioner has withdrawn the amount such a conclusion cannot be made. So this charge of the Management stands not proved.

19. The case of the management is that the petitioner had withdrawn amounts from the account of Kannan on other dates also unauthorizedly and misappropriated them and it was because of this he had to issue a Deposit Receipt without any physical payment of the amount in the name of Kannan. However, the lacunae that there is no proof regarding withdrawal by the petitioner from the account of Kannan holds good regarding the other transactions in respect of account of Kannan also. There is an allegation that he had withdrawn Rs. 10,000/- on 14.05.2008, Rs. 70,000/- on 10.06.2008, Rs. 40,000/- on 10.07.2008, Rs. 60,000/- on 25.07.2008 and Rs. 1,000/- on 10.10.2008. All these withdrawals are through withdrawal slips. The concerned account holder has not been examined. He has not stated before the Enquiry Officer that none of these withdrawals were made by him. Though there is a reference to sending documents to the handwriting expert and a report in the Charge Sheet, any such report is not available. All the above transactions are certainly under the USER ID of the petitioner and authorized either by the Branch Manager or MW2. During his Cross-Examination, MW2 has stated that the signature in the withdrawal slips pertaining to the transactions authorized by him looked similar to the signature of the account holder. A comparison of the specimen signature of Kannan obtained at the time of opening of account (Ext.M61, Page-617 of Volume-II of Respondent Set) with the signatures of the account holder found in the withdrawal slips in respect of withdrawals of Rs. 10,000/-, Rs. 70,000/-, Rs. 40,000/- and Rs. 60,000/- shows that they look similar. So it is not without basis MW2 has stated that they look similar. No doubt there is no entry of these in the Cheque Issue Register. However, on going through the register it is found that there are undisputed withdrawals also which are not entered in the register. So, for this reason alone the petitioner could not be said to have withdrawn the amount. The Management has not proved that the signature in the withdrawal slip are not that of Kannan. So far as withdrawal of Rs. 1,000.00 is concerned this is in the User ID of MW2 and could not be attributed to the petitioner at all. The charge that the petitioner debited Rs. 50,000/- out of the nominal account no. 17/2008 and debited this to the account of Kannan also is not proved. This entry being in the User ID of MW3 it could not be attributed to the petitioner. So the case that the above withdrawals were made by the petitioner unauthorizedly without the knowledge of the account holder stands un-established.

20. There is a case for the Management that on 14.06.2008 the petitioner had borrowed Rs. 70,000/- from Veeran, an account holder of the bank and remitted this

amount to the account of P. Kannan to make good the earlier withdrawal. However, this entry is made in the User ID of MW3 and was authorized by MW2. The case is that the entry as well as the authorization are done by the petitioner. There is evidence given by both these witnesses in this respect. However, MW2 has stated that he has presumed the authorization to have been done by the petitioner in the User ID kept open by him since he himself has not done it. However he has stated during his cross-examination that such authorization could have been done by someone else also. It was only an assumption on his part that it was done by the petitioner. The fact that the entry pertaining to this transaction is in the User ID of MW3 goes very much against the Management. In the absence of evidence to show that entry was made by the petitioner himself, the act cannot be attributed to him.

21. There is also a charge against the petitioner that on 23.05.2008, without any authority and misusing the USER ID of KK Rajendran, another staff he debited a sum of Rs. 50,000/- to the nominal account no. 17/2008 under Sundry Debtors Account and credited this amount to SB A/c 3602 of P. Kannan without the knowledge of P. Kannan and thereby re-credited the amounts of Rs. 40,000/- and Rs. 10,000/- that were unauthorizedly withdrawn by the petitioner from this account. It is stated that the transactions was clandestinely made in the User ID of Rajendran and to avoid detection he entered the particulars of entry "BY CASH" even though the transaction was effected by transfer entry by debiting nominal account no. 17/2008.

22. The above charge against the petitioner also stands unproved. The very case in the charge is that the transaction was entered in the User ID of KK Rajendran. There is of course evidence given before the Enquiry Officer by Rajendran that he is not the one who made the entry. Even assuming that Rajendran did not make the entry, how can the responsibility for the entry be attributed upon the petitioner, in the absence of any concrete evidence? Even MW2 Tirumal Rao who was an Officer of the Bank has stated that it was only his assumption that the petitioner was using his User ID. Rajendran himself has stated that the Manager has instructed to open User ID in more than one systems. So any one among the staff could have entered the transaction. The case of the Management is that it was to repay the amount debited from the account of P. Kannan that the petitioner has done the above transaction. As stated P. Kannan himself has not come forward to give evidence against the petitioner. So it would be difficult to attribute the authorship of the transaction upon the petitioner.

23. Two charges are made against the petitioner in connection with the account of a customer by name Gowri. Gowri had issued a cheque for R. 13,000/- in the name of

her husband Babu on 05.07.2008. The cheque was written in Tamil. The petitioner is said to have clandestinely added his name as an additional payee on the cheque in English language and debited the cheque to the SB A/c of Gowri and credited the proceeds to his own ECOD Account maintained at the Branch. To avoid easy detection of the misdeed he is said to have given a misleading narration as if it was credited to ECOD A/c of the Branch Manager. Gowri herself did not give evidence in the enquiry proceedings. However, there is the extract of account of Gowri as well as extract of account of the petitioner available for perusal. This would show that the cheque amount has been debited from the account of Gowri and credited to the account of the petitioner. The petitioner has not explained how his name happened to be there in the cheque alongwith the name of the husband of the customer. He has not come forward with any explanation for the same. He has not given any evidence before the Enquiry Officer. At least regarding this charge that his name has been added by himself in a cheque issued to someone else, the petitioner was bound to give an explanation since the amount as per the cheque has been credited to his own account. The materials available would indicate that the petitioner has committed the misdeed as described in the charge. Another charge in respect of Gowri is that on 03.01.2009 a withdrawal slip for Rs. 10,000/- drawn on the account of Gowri was presented for payment at the branch and the petitioner entered the particulars of withdrawal slip without verifying the signature of Gowri and without any authority made payment of the amount even before the slip was passed for payment by the Supervisory Official. Gowri is said to have subsequently disputed the signature appearing on the withdrawal slip and demanded refund of the amount debited to her account. The forgery of the signature is said to have been confirmed by the Govt. Examiner of Questioned Documents, Hyderabad. In the absence of any evidence by Gowri and in the absence of report on the Examiner of Documents, there is no way to ascertain if the signature appearing on the withdrawal slip is not of Gowri. Gowri who is said to have disputed the signature was not brought before the Enquiry Officer. Even assuming that the signature in the withdrawal slip is not of Gowri it cannot be assumed that it was put by the petitioner. Anyhow, the relevant documents produced by the Bank would show that amount was paid as per the withdrawal slip even before it was passed by the Supervisory Official. To this extend the charge is proved.

24. Still another charge against the petitioner is that Murugesan, a SB Account holder of the Bank had availed an agricultural loan, that consequent upon applying the Debt Waiver Scheme, an amount of Rs. 18,226/- was credited by the petitioner to the account of Murugesan on 21.02.2008, that this was done misusing the User ID of Rajendran for entering the transaction and misusing the

User ID of Manager for authorizing the transaction. The petitioner is said to have clandestinely withdrawn this amount of Rs. 18,226/- from the SB A/c of Murugesan by means of withdrawal slip and misappropriated the amount.

25. In the above case also the entry of the transaction is under the User ID of Rajendran and authorizations under the User ID of Manager. The entry is said to have been modified by the petitioner in his own User ID. However, the entry having been made in the User ID of Rajendran, the reason earlier given is applicable to this charge also. It could not be assumed in the absence any other evidence that the entry and authorization were made by the petitioner himself.

26. It is also alleged that on 29.10.2008, the petitioner misused the USER ID of the Branch Manager and transferred amounts aggregating Rs. 26,616/- from Sundry Creditors Account crediting three different unconnected nominal account nos. 53/2008, 55/2008 and 65/2008 and credited the amount to the account of Narayanan. It is clear from the extract of the above accounts and the account of Narayanan that the above transactions were carried out in the User ID of the petitioner. He has admitted it in his explanation (Page-135 of Respondent's set) All the three accounts that were debited were Sundry Creditors Account. This could have nothing to do with the account of Narayanan. The petitioner has not explained why this accounts were debited and the amount credited to the account of Narayanan. It is true that authorization is seen done in the User ID of the Manager himself. However, the petitioner is bound to explain under what circumstances this transaction has been carried out by him, whether authorized by himself in the User ID of the Manager or authorized by the Manager himself. This is particularly so since different contradictory narrations are given in the Sundry Creditors Account and in the SB A/c of Narayanan. This charge stands proved.

27. Another charge in respect of transactions allegedly carried out through the account of Narayanan is that on 29.10.2008, the petitioner debited Rs. 26,616/- to the account of Narayanan through withdrawal slip and misappropriated the amount. The transaction was entered in the User ID of the petitioner himself and allegedly authorized by him in the User ID of Rajagopalan without his knowledge. The Account Holder Narayanan was not examined. One does not know if Narayanan has got a case that any amount from his account has been withdrawn by the petitioner without his knowledge. So also there is no evidence to show that the petitioner himself has authorized the transactions in the User ID of Rajagopalan, the Branch Manager. A comparison of the specimen signature (Page-604 VII of Respondent's typed set) with the signature in the withdrawal slip (Page-945 VIII of Respondent's set) does not reveal much. Though there is a gap of 28 years in the two signatures they look similar. So it could not be

made out if petitioner is the one who withdrew the amount. The charge is not proved.

28. On 30.06.2008 the petitioner is said to have made a cash credit entry of Rs. 46,972/- to the loan account in the name of one A. Narayanan misusing the User ID of Officer Tirumal Rao and closed the account without the bank actually receiving any cash towards closure of the said account. The amount was got adjusted from out of 24 imaginary cash payments aggregating Rs. 73,170/- of unconnected CCK Accounts. There is no specific charge against the petitioner for adjusting the unconnected accounts. The account numbers are not given in the charge. Apart from this is the fact the cash credit entry is made in the USER ID of Tirumal Rao. One does not know if the entries were made by the petitioner himself. There is no evidence to this effect. So this charge also is not proved.

29. Another charge against the petitioner is that consequent to the petitioner crediting Rs. 50,000/- to the account of P. Kannan by debiting Sundry Creditors Account, the account stood reduced by Rs. 7,000/- against the original amount of Rs. 57,000/- and in order to cover up these transactions he clandestinely debited unconnected nominal account numbers 57/2008, 54/2008 and 59/2008 with sums of Rs. 32,436/-, Rs. 5,417/- and Rs. 12,1437/- respectively and reversed the entry dated 05.05.2008. As could be seen from the charge itself the transactions were entered in the User ID of KK Rajendran. There is no evidence to show that the petitioner is the one who entered these transactions using the User ID of Rajendran. The mere version of Rajendran that he is not the one who made these entries will not suffice to fasten the responsibility upon the petitioner.

30. Still another charge against the petitioner is that on account of the transaction carried out by the petitioner in nominal account no. 17/2008, the amount in the account stood reduced to Rs. 7,000/- from the original balance of Rs. 57,000/- and in order to cover up this transaction he debited connected nominal account nos. 57/2008, 54/2008 and 59/2008 with the sums of Rs. 32,436/-, Rs. 5,417/- and Rs. 12,147/- respectively and reversed the entry in nominal account no. 17/2008. I have already found earlier that this debiting of amount from nominal account no. 17/2008 by the petitioner is not established. Again, the debiting from the unconnected nominal accounts referred to above is in the User ID of MW3, KK Rajendran and could not be attributed to the petitioner in the absence of and acceptable evidence to this effect. This charge also is not proved against the petitioner.

31. The charge under Clause-2.14 of the charge sheet is that loan was sanctioned to one Gomathi, holder of SB A/c 4898 without obtaining the signature of the depositor in the concerned form against the security of KCC Deposit of Rs. 1.00 lakh in her name even though this deposit was held as security for a Vidya Loan sanctioned to her earlier.

The petitioner is said to have failed to note the lien on the KCC Deposit Receipt and failed to safeguard the interest of the bank. He is said to have failed to obtain prior permission or approval from the Branch Manager or from the Zonal Office to sanction loan also. He is said to have delinked the lien on 31.03.2008 and transferred the KCC to overdue deposit account though the loan account was still outstanding. In the written argument submitted on behalf of the Respondent it is stated that this charge against the petitioner is not so serious as the primary responsibility for the sanction of the loan is on the Manager. It has been pointed out by the counsel for the petitioner that in his investigation report marked as Ext.W3, MW1 the Investigating Officer has stated that the voucher slip relating to the SDL transactions were signed by the Branch Manager and the sanction of SDL against deposit was also made by the Branch Manager and the lien was marked under the authorization of the Branch Manager. The cancellation of the lien was authorized by one Karpagavalli who was earlier working in the branch as seen from the report of the Investigating Officer. So in any case this transaction cannot be attributed to the petitioner.

32. Another charge against the petitioner is that on 03.11.2008, without obtaining prior permission or no objection certificate from the Personnel & Administration, Divisional Head Office, he availed a CHONE Loan for Rs. 3.5 lakhs purportedly to purchase a land measuring 90 cents valued at Rs. 7.2 lakhs. By misrepresentation and suppressing the fact that the property was already purchased by him for a sale consideration of Rs. 90,000/- on 15.10.2008 and that too also without creation of single mortgage on the property as stipulated. The petitioner is said to have derived undue financial accommodation by making a false statement. It is not disputed that the loan has been obtained by the petitioner. The primary responsibility for sanctioning a loan is on the Branch Manager. According to the counsel for the petitioner when it was realized that the loan has been falsely sanctioned, the petitioner was asked to remit the entire amount and he has done so. He has closed the loan account by paying Rs. 3.20 lakhs on 22.01.2009 and the balance amount on 24.01.2009. According to the petitioner's counsel the sanction of the loan could be termed as a procedural lapse only. However, the fact remains that the petitioner has applied for loan by misrepresentation. He has asked for loan purportedly for purchasing property even though he has already purchased the property. To this extent the charge is established also.

33. On 15.10.2008, the petitioner is said to have withdrawn Rs. 50,000/- by means of Cash Debit Voucher from his SB Account No. 4023 by unauthorizedly allowing overdrawing to the extent of Rs. 49,923.50 in the said account. The overdrawing was regularized by him on 16.10.2008 by availing employee's jewel loan from the bank. It is clear

from the statement of account of the petitioner that he had withdrawn the amount of Rs. 50,000/- though he had less than Rs. 100/- available in his account as balance at that time. The fact that he has regularized the overdrawing on the next day will not justify the misdeed. He has committed the misconduct alleged.

34. Another charge against the petitioner is that the petitioner had been conducting chit fund business at his village for an amount of Rs. 60,000/- per month having a duration of 60 months without obtaining written permission from the Bank. He is said to have been collecting monthly contribution @ Rs. 2,000/- per subscriber without issuing any receipt. Thus the petitioner is said to have indulged in trade / business outside the scope of his duties in violation of the service conditions applicable to him. In fact no material is available at all to show that the petitioner has been conducting chit fund business. This misconduct is alleged against the petitioner on the basis of a statement (Ext.M27) given by a person who is said to be a relative of the petitioner to MW1, the Investigating Officer. None of the witnesses examined knows anything about the business said to have been conducted by the petitioner. The Enquiry Officer has found this charge also proved on the basis that Anbazhagan who has given statement to MW1 has stated so. This person who is said to have given statement was not examined before the Enquiry Officer. It was not proper for the Enquiry Officer to consider the statement as the author of the statement was not examined. So this charge remains un-established.

35. As per my discussion above, I have found that the first limb of Charge Nos. 2.2, 2.11, 2.12, 2.6, 2.13.3 and 2.17 are established and Charge Nos. 2.7 and 2.16 are partly established.

36. It is clear that the petitioner had acted in breach of rules of business of the bank. It is also clear that he was causing damage to the property of the bank and its customers. Certainly, meddling with the accounts standing in the names of customers in the bank is damaging the property of the bank and its customers. The petitioner has also been acting in a way prejudicial to the interests of the bank. Though many of the charges against the petitioner are not established, I find that those charges which are proved are sufficient to sustain the punishment of dismissal from service. I do not find any reason to interfere with or modify the punishment imposed on the petitioner.

37. The reference is answered against the petitioner. An award is passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 31st July, 2014)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : None

For the 1st Party/Management : None

Documents Marked:**On the petitioner's side**

Ex.No.	Date	Description
Ex.W1	-	Suspension order dated 04.02.2009
Ex.W2	-	Charge Sheet dated 13.04.2010
Ex.W3	-	Enquiry Proceedings
Ex.W4	-	Defence submissions dated 18.10.2010
Ex.W5	-	Enquiry report dated 09.11.2010
Ex.W6	-	Representation dated 20.12.2010 on enquiry report
Ex.W7	-	Second Show Cause Notice dated 31.01.2011
Ex.W8	-	Reply dated 05.03.2011 to Second Show Cause Notice
Ex.W9	-	Punishment order dated 21.03.2011
Ex.W10	-	Appeal dated 01.05.2011
Ex.W11	-	Representation dated 05.09.2011 to the Appellate Authority
Ex.W12	-	Letter dated 05.09.2011 advising for personal hearing before Appellate Authority
Ex.W13	-	Submissions dated 21.09.2011 before the Appellate Authority during personal hearing
Ex.W14	-	Appellate Authority's order dated 14.02.2012
Ex.W15	-	Claim Statement dated 27.06.2012 made before the Assistant Labour Commissioner (Central), Chennai
Ex.W16	-	Notice of Conciliation dated 25.07.2012
Ex.W17	-	Counter dated 28.08.2012 of the Respondent Bank to the claim made before the Assistant Labour Commissioner ©
Ex.W18	-	Rejoinder statement dated 27.09.2012
Ex.W19	-	Certificate no. 7/07/2012-PDY dated 27.09.2012 of Conciliation Officer
Ex.W20	-	Memorandum of Settlement dated 10.04.2012 on Disciplinary Matters

On the Management's side

Ex.No.	Date	Description
Ex.M1	12.01.2009	Special Report of S. Viswanathan, Senior Manager, ZAO, Chennai, enclosed as Annexure-I, to the Investigation Report (172 sheets)
Ex.M2	-	Unauthorized/disputed transaction details in SB A/c No. 3602 of Sri P. Kannan enclosed as Annexure 2, to the Investigation Report (7 sheets)
Ex.M3	-	Proceedings dated 11.02.2009 on the discussion held with Sri P. Kannan – SB A/c No. 3602 and KCC/60/0800108 enclosed as Annexure-3 to the Investigation Report (2 sheets)
Ex.M4	-	Letter dated 12.02.2009 given by Sri P. Kannan – S a/c No. 3602 and KCC/60/080018 alongwith specimen signature enclosed as Annexure-4, to the Investigation Report (4 sheets)
Ex.M5	-	Proceedings dated 16.02.2009 and 17.02.2009 on the oral clarification given by Sri S. Velmayil, E.No. 12349, Clerk (under suspension) enclosed as Annexure 5, to the Investigation Report (13 sheets)
Ex.M6	-	Proceedings dated 18.02.2009 on the oral clarification given by Sri K.K. Rajendran, E.No. 12673, Clerk, enclosed as Annexure 6, to the Investigation report (4 sheets)
Ex.M7	-	Written clarification dated 14.02.2009 given by Sri J. Tirusala Rao, E.No. 12025, Officer, enclosed as Annexure 7, to the Investigation Report (5 sheets)
Ex.M8	-	Written clarification dated 14.02.2009 given by Sri R. Rajagopalan, E.No. 5613, then Branch Manager, Eraiyur Branch, enclosed as Annexure 8 to the Investigation Report (14 sheets)
Ex.M9	-	Certified photocopy of deposit receipt of KCC a/c No. 60/080010 dated 25.11.2008 for Rs. 1.00 lakh in the name of Sri P. Kannan, enclosed as Annexure-9 to the Investigation Report (1 sheet)
Ex.M10	-	Certified photocopy of page no. 1 and 2 of withdrawal slip issued

	register, enclosed as Annexure 10 to the Investigation Report (1 sheet)	Ex.M20 -	List of loan waiver amounts credit to Sundry Creditors account – others without details of loan accounts (GL 402003-016) enclosed as Annexure 20 to the Investigation report (1 sheet)
Ex.M11 -	Proceedings dated 19.02.2009 drawn on the discussion held with Sri K. Kannan – SB A/c No. 4767 alongwith specimen signatures, enclosed as Annexure-11 to the Investigation Report (1 sheet)	Ex.M21 -	List of 24 agricultural loan accounts with credit balance closed on 30.06.2009 by imaginary case payments enclosed as Annexure 21 to the Investigation Report (2 sheets)
Ex.M12 -	Letter dated 19.02.2009 given by Sri K. Kannan – SB A/c No. 4767 alongwith specimen signatures, enclosed as Annexure-12 to the Investigation Report (2 sheets)	Ex.M22 -	List of 9 agricultural loan account with debit balance closed on 30.06.2009 by imaginary cash receipts enclosed as Annexure 22 to the Investigation Report (1 sheet)
Ex.M13 -	Proceedings dated 10.02.2009 on the visit made to the customers' place, enclosed as Annexure-13 to the Investigation Report (2 sheets)	Ex.M23 -	List of loan accounts where recovery made and amount held in Sundry Creditors account – others/credited to loan account enclosed as Annexure 23 to the Investigation Report (1 sheet).
Ex.M14 -	Certified photocopy of letter dated 23.02.2009 given by Smt. B. Gowri – SB A/c No. 5200, enclosed as Annexure-14 to the Investigation Report (2 sheets)	Ex.M24 -	Details of instance credit given against DBCOs by debit to local bank account enclosed as Annexure 24 to the Investigation Report (3 sheets)
Ex.M15 -	Proceedings dated 23.02.2009 drawn on the discussion held with Smt. B. Gowri – SB A/c No. 5200 enclosed as Annexure-15 to the Investigation Report (1 sheet)	Ex.M25 -	Proceedings dated 11.02.2009 drawn on the borrower/site visit made, enclosed as Annexure 25 to the Investigation Report (1 sheet)
Ex.M16 -	Written clarification dated 25.02.2009 by Sri J. Tirumala Rao, E.No. 12025, enclosed as Annexure 16 to the Investigation Report (3 sheets)	Ex.M26 -	Proceedings dated 25.02.2009 drawn on the discussion held with Sri Marimuthu enclosed as Annexure-26 to the Investigation report (1 sheet)
Ex.M17 -	Proceedings dated 18.02.2009 drawn on the discussion held with Sri V. Murugesan – SB A/c No. 3442 with specimen signatures, enclosed as Annexure-17 to the Investigation Report (2 sheets)	Ex.M27 -	Proceedings dated 25.02.2009 drawn on the discussion held with Sri Anbazhagan, enclosed as Annexure-27 to the Investigation Report (1 sheet)
Ex.M18 -	Written clarification dated 23.02.2009 given by Sri R. Rajagopalan, E.No. 5613, then Branch Manager, enclosed as Annexure 18 to the Investigation report (4 sheets)	Ex.M28 -	Investigation Report dates 26.09.2009 submitted by Sri K. Prasad, Manager Vigilance, Division Head Office, Mangalore
Ex.M19 -	List of loan accounts with credit balance closed and amount transferred to Sundry Creditors a/c – others (GL 402003-016) enclosed as Annexure 19 to the Investigation Report (2 sheets)	Ex.M29 -	Proceedings dated 25.02.2009 on the borrower visits made, enclosed as Annexure-29 to the Investigation Report (1 sheet)

Ex.M30	-	Proceedings dated 26.02.2009 on the discussion held with Sri Veera enclosed as Annexure-30 to the Investigation Report (1 sheet)	Ex.M42	-	Statement of account of SB Account No. 4023 of Sri S. Velmayil for the period 01.04.2007 to 16.02.2009
Ex.M31	-	Statement of account of Savings Bank Account No. 3602 of Sri P. Kannan for the period 01.01.2008 to 05.02.2009 (2 sheets)	Ex.M43	-	Statement of account of ECOD account no. 060004 of Sri S. Velmayil for the period 01.04.2007 to 16.02.2009 (10 sheets)
Ex.M32	-	Statement of account of Savings Bank Account No. 4767 of Sri K. Kannan for the period 01.04.2007 to 09.02.2009 (2 sheets)	Ex.M44	-	Statement of account of EJJL account no. 080002 of Sri S. Velmayil for the period 06.10.2008 to 25.02.2009 (1 sheet)
Ex.M33	-	Statement of account of Savings Bank account no. 5327 of Sri C. Veeran for the period of 01.01.2008 to 05.02.2009 (2 sheets)	Ex.M45	-	GL Detailed Report – Sundry Creditors – Others (GL Code No. 402003-016) for the period 01.05.2008 to 05.02.2009 (24 sheets)
Ex.M34	-	Statement of account of Savings Bank account No. 5880 of Sri A. Rajendran for the period 01.01.2008 to 05.02.2009 (2 sheets)	Ex.M46	-	GL Detailed Report – Branch Account (GL Code No. 500811) for 27.06.2008 (1 sheet)
Ex.M35	-	Statement of account of Savings Bank account no. 5200 of Smt. B. Gowri for the period 01.04.2008 to 31.03.2009 (4 sheets)	Ex.M47	-	GL Detailed Report – Sundry Debtors – Others (GL Code No. 803001-009) for the period 01.04.2008 to 05.02.2009 (1 sheet)
Ex.M36	-	Statement of account of Savings Bank account No. 3442 of Sri V. Murugesan for the period 01.04.2007 to 07.02.2009 (2 sheets)	Ex.M48	-	Nominal account outstanding entries under Sundry Creditors, as on 05.05.2008, 23.05.2008, 27.06.2008, 30.06.2008, 03.07.2008, 30.09.2008, 23.10.2008, 29.10.2008, 19.01.2009, 21.01.2009, 24.01.2009, 28.02.2009 (32 sheets)
Ex.M37	-	Statement of account of ACC account No. 050022 of Sri V. Murugesan for the period 01.04.2007 to 07.02.2009 (2 sheets)	Ex.M49	-	GL Detailed Report – Balance with other Banks in Current A/c – (GL Code 501001 – 002) free 01.06.2007 to 31.01.2009 (30 sheets)
Ex.M38	-	Statement of account of SB Account No. 3221 of the payment of TNEB&/DR TWAD BOARD for the period 01.04.2008 to 31.03.2009 (2 sheets)	Ex.M50	-	Cash Receipts/Payments Scroll for 30.06.2008, 23.05.2008, 25.11.2008 and 12.02.2009 (14 sheets)
Ex.M39	-	Statement of Account of CHDME account No. 080012 of Sri S. Velmayil for the period 01.11.2008	Ex.M51	-	Register of Sanctions in respect of CHDME Loan A/c No. 080012 of Sri S. Velmayil (1 sheet)
Ex.M40	-	Statement of account of SDL 070009 of Ms. M. Gomathi for the period 03.09.2007 to 26.02.2009 and from 01.04.2009 to 09.06.2009 and SB A/c No. 4898 for the period 01.04.2007 to 24.02.2009 and from 01.04.2009 to 11.09.2009 (6 sheets)	Ex.M52	-	Letters reference no. VIG: COMP: 1470:08-09 dated 05.03.2009, No. VIG:COMJP:18:08:09:09-10 dated 02.04.2009 addressed to the Deputy General Manager, Zonal Office, Chennai (2 sheets) and their reply letters No. ZO/CHEN/DGM/200809 dated 11.03.2009 and ZO/CHEN/CRMD/DR/10-09 dated 08.04.2009 with enclosures (14 sheets)
Ex.M41	-	Statement of account of CVDYU a/c No. 050002 of Ms. M. Gomathi for the period 01.04.2007 to 26.02.2009 and from 01.04.2009 to 11.09.2009			

Ex.M53 -	Letter having reference No. VIG:COMP:1506:08-09 dated 12.03.2009 addressed to Eraiyur Branch (E-Mail) with delivery and read receipts, letters having reference No. VIG:COMP:1572:08-09 dated 24.03.2009 No. VIG:COMP:18:08:29:2009-10 dated 08.04.2009 No. VIG:COMP:18:08:29:2009-10 dated 16.05.2009 with enclosures; No. VIG:COMP:18:08:262:09-10 dated 27.05.2009; Branch Letter No. CB385:OR:Nil:09-18 dated 23.05.2009 with enclosures; Branch letter No. OR17:09-10 dated 17.06.2009 with enclosures; letter having reference No. VIG:COMP:18:08-09:328:2009-10 dated 20.06.2009 and Branch letter having reference No. DR:26:09-10 dated Nil with enclosures (56 sheets)	09:343:0910 dated 22.06.2009, reference No. VIG:COMP:18:08-09:462:09-10 dated 11.07.2009 addressed to the Chief Vigilance Officer, Punjab National Bank, H.O., New Delhi and their reply letter No. CO:CHN:I&A:2009 dated 17.07.2009 with enclosure (9 sheets)
Ex.M54 -	Letter having reference No. VIG:COMP:157:08-09 dated 24.03.2009 addressed to Bangalore PPC:VIG:COMP:60:09-10 dated 15.04.2009; VIG:COMP:266:09-10 dated 01.06.2009; and their reply having reference No. OR 1581:09 dated 01.06.2009 (6 sheets)	Ex.M59 - Letter having reference No. VIG:COMP:18:08-09:OR 794:09-10 dated 14.09.2009 addressed to Eraiyur Branch and its reply letter No. OR 120:2009 dated 18.09.2009 (3 sheets)
Ex.M55 -	Letter having reference No. IAD:INS:Sec-01/HO/120/08-09 dated 23.04.2009 with enclosures (4 sheets)	Ex.M60 - Branch letter having reference No. OR/011/08-09 dated 06.02.2009 addressed to the Investigating Officer (1 sheet)
Ex.M56 -	Letter having reference No. VIG:COMP:18-09:OR 579:09-10 dated 04.08.2009 with enclosures and No. VIG:COMP:18:08-09:OR 654:09-10 dated 20.08.2009 addressed to Sri M.S.V. Raghavan and his reply dated 24.08.2009 (6 sheets)	Ex.M61 - Account opening forms of SB A/c No. 3602 of Sri P. Kannan with enclosure; KCC a/c no. 080018 dated 25.11.2008 of Sri P. Kannan; specimen signature card on SB A/c No. 5327 of Sri C. Veeran; specimen signature card on SB A/c No. 5880 of Sri A. Rajendran; specimen signature card of SB a/c No. 4767 of Sri K. K a n n a n ; Account opening form of SB A/c No. 5880 of Sri A. Rajendran with enclosures; Account opening form of SB A/c No. 3442 of Sri V. Murugesan with specimen signature card; Account opening form of SB A/c No. 113 of Sri K. Narayanan with specimen signature card (13 sheets)
Ex.M57 -	Letter having reference No. VIG:COMP:18:08-09:133:09-10 dated 06.05.2009 addressed to Eraiyur Branch and Branch reply having reference No., CB:385:OR:09-10 dated 19.05.2009 with enclosures (13 Sheets)	Ex.M62 - Branch letter no. OR 10:08-09 dated 26.02.2009 regarding fraudulent withdrawal in SB A/c No. 5200- Smt. B. Gowri with enclosures (8 sheets)
Ex.M58 -	Letter having reference No. VIG:COMP:18:08-09:245:0910 dated 25.05.2009 with enclosure, reference No. VIG:COMP:18:08-	Ex.M63 - Cheque Book issued Register/ withdrawal slip issued register – Page No. 82, 83, 65, 66, 67, 68, 69, 74, 77, 78, 80, 4, 5, 10, 11, 12, 13, 14, 15, 17 (16 sheets)
		Ex.M64 - CRS Book dated 03.09.2007 with Double Lock Register dated 03.09.2007, 25.04.2008, 29.04.2008, 30.04.2008, 05.05.2008, 14.05.2008, 23.05.2008, 10.06.2008, 14.06.2008,

	27.06.2008, 05.07.2008, 10.07.2008, 25.07.2008, 10.10.2008, 24.10.2008, 29.10.2008, 03.11.2008, 06.11.2008, 11.11.2008, 25.11.2008, 23.12.2008, 03.01.2009, 19.01.2009, 20.01.2009, 22.01.2009, 24.01.2009 (27 sheets)	Ex. M78 -	Transaction checklists
		Ex. M79 -	List of Manuals and Circulars relied upon:
Ex. M65	28.07.2008 Letter from Eraiyur Branch to DGM-ZO-Chennai		(i) Resource Mobilization Division, HO Circular No. 219/2005 dated 02.05.2005 (1 sheet)
Ex. M66	- Statement of Debt Waiver to Farmers		(ii) Resource Mobilization Division, HO Circular No. 1124/08 (Index No. 15.03/3/2008) dated 20.12.2008 (1 sheet)
Ex. M67	- Waiver Register – Sub Day Book		(iii) Information Technology Division, HO Circular No. 471/2004 (Index No. 17.00/14/2004) dated 18.10.2004 (4 sheets)
Ex. M68	- Return no. 21 Quarterly Statement and Reconciliation check-up alongwith local bank account – operation for the between 30.06.2007 and 31.01.2009		(iv) Manual on Savings Bank – Manual No. 40/2003 – Chapter No. 5 – Page no. 53 to 59 and Page No. 80 to 83 (6 sheets).
Ex. M69	- Statement of account of current – a/c no. 11221956112 of SBI Tirukoilur covering the period from 01.05.2007 to 29.01.2009		(v) Personnel Administration Division, HO Circular No. 523/2003 (Index No. 19.00/37/2003) dated 20.12.2003 (2 sheets)
Ex. M70	- Loan documents of Home Loan A/c No. 080012 dated 03.11.3008 of Sri S. Velmayil (42 sheets)		(vi) Manual of Instructions on Housing Loans – Manual No. 24/2005 – Chapter No. 7.0 – Page No. 58 to 61 (2 sheets)
Ex. M71	- Loan documents of ABJL A/c 080110 dated 22.01.2009 of Sri K. Ramasamy (3 sheets)		(vii) Credit Division, (CPPS) HO Circular No. 226/2008 (Index No. 11.00/09/2008) dated 17.03.2008 (1 sheet)
Ex. M72	- Loan documents of EJL a/c no. 080002 of Sri S. Velmayil disbursed on 16.10.2008 (2 sheets)		
Ex. M73	- Loan documents of SDL a/c no. 070009 of Smt. M. Gomathi disbursed on 03.09.2007 (3 sheets)		
Ex. M74	- Loan documents of CVDYU loan a/c no. 050002 dated 24.02.2006 of Smt. M. Gomathi and Sri Marimuthu (40 sheets)	Ex. M80 28.09.2010	Presenting Officer's summing up
Ex. M75	- Register of Attendance for the months of September 2007, April 2008, February 2009	Ex. M81 05.03.2011	Proceedings of Personal hearing in the personal hearing before Disciplinary Authority (Written Submission dated 05.03.2011, filed by petitioner for personal hearing before the Chief Manager – I.R. Wing (D.A.) – vide S. No. 8 in petitioner's typeset dated 27.11.2012
Ex. M76	- Copy of letter dated 26.02.2009 of Sri K. Prasad, Manager, Vigilance Cell, HO., duly acknowledged by the Joint Custodians of Eraiyur Branch, to keep the listed vouchers, cheques, withdrawal slips, loan documents, registers and files, under joint custody (7 sheets)	Ex. M82 29.09.2011	Proceedings of Personal Hearing before the Appellate Authority on 29.09.2011 (representation of petitioner dated 21.09.2011 addressed to Appellate Authority filed by petitioner – vide petitioners' typeset Page No. 152).
Ex. M77	- Photocopies of Vouchers/ Withdrawal Slips/Cheques (38 sheets)		

नई दिल्ली, 26 अगस्त, 2014

का.आ. 2381.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (11/2002) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/08/2014 को प्राप्त हुआ था।

[सं. एल-12012/218/2001-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 26th August, 2014

S.O. 2381.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 11/2002) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen, received by the Central Government on 25/08/2014.

[No. L-12012/218/2001-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

**BEFORE SHRI J.P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/11/2002

Date: 28.07.2014.

Party No. 1 : The Regional Manager,
Central Bank of India,
Adrash Colony,
Mangesh Mangal Karyalaya,
Akola (M.S.)

Versus

Party No. 2 : Shri Sunil, S/o Bhikaji Verulkar,
C/o C.G.Shukla,
Plot No.1-C, 1st Floor,
Tilak Nagar, Nagpur.

AWARD

(Dated : 28th July, 2014)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Central Bank of India and their workman, Shri Sunil Bhikaji Verulkar, for adjudication, as per letter No.L-12012/218/2001-IR (B-II) dated 20.03.2002, with the following schedule:-

"Whether the action of the management of Central Bank of India, through the Regional Manager, Akola in terminating the services of Shri Sunil S/o Bhikaji Verulkar w.e.f. 04.12.2000 is justified, legal and proper? If not, what relief the said workman is entitled to?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Sunil Bhikaji Verulkar, ('the workman' in short), filed the statement of claim and the management of Central Bank of India ("Party No. 1" in short) filed their written statement.

The case of the workman as presented in the statement of claim is that he was in the employment of the party no.1 and he worked in its Jalgaon-Jamod branch and he was getting Rs. 120/- per day towards his wages and he used to take payment on register maintained by party no.1 or on vouchers, as per the desire of party no.1 and he is a non-matriculate and his name was enrolled in the Employment Exchange and he was performing the duty of class-IV employee and he was a workman and he had completed 240 days of work in each and every year and as he demanded for his regularisation in service, party no.1 being enraged, terminated his services w.e.f. 04.12.2000, without issuing any notice or making payment of the wages in lieu of the notice and the retrenchment compensation and there was violation of the provisions of the Act.

It is further pleaded by the workman that from time to time, the party no.1 used to issue certificate showing the number of days of his employment and he was called for interview by party no.1, as per the circular issued by it from time to time and the certificate dated 22.07.2000 issued by party no.1 clearly shows that he had completed more than 240 days continuous service with party no.1 and vide letter dated 16.10.2000, the Regional Manager had asked about completion of 240 days of continuous service and vide letter 17.08.2000, the Regional Manager had also asked all Branch Managers to submit informations about engagement of employees on casual as well as temporary basis and vide letter dated 03.10.2000, the Branch Manager submitted information about him, stating that he had put up 244 days of continuous service from 12.10.1998 to 11.10.1999 and on the basis of the information received from the branch manager, he was called for by party no.1 for interview, vide letter dated 14.10.1998 and though he performed well in the interview, it appears that as he had completed more than 240 days of service against the wish of party no.1, he was not given the appointment and party no.1 retained the service of his juniors, namely, Mangesh Haribhau Karangde and Gajanan Baliram Khodke and party no.1 also gave employment to Nitin Rajput, after termination of his services and party no.1 made colourable exercise of employer's right and the action of party no.1 was not in good faith, but by way of victimization and the same was arbitrary and illegal.

It is also pleaded by the workman that he approached the party no.1 repeatedly for his reinstatement and continuance in service and he was informed that the matter was under consideration and that his request would be considered soon, so he waited till 25.08.2001 and even then, when no action was taken by party no.1, he approached the Labour Commissioner for redress and vide letter dated 22.08.2000, he had submitted an application alongwith all necessary documents to party no.1 for regularisation of his services.

The workman has prayed for a direction to party no.1 for his reinstatement in service with continuity, full back wages and all consequential benefits.

3. The party no.1 in the written statement has pleaded inter-alia that the workman was never in its regular employment and he was engaged by it, at its Jalgaon-Jamod Branch on daily wages, as and when work was available in the said branch and he was paid wages on vouchers and he had never completed 240 days of service in any year and all the records for the actual period for which the workman had worked on daily wages at Jalgaon-Jamod branch would be placed at the appropriate stage and as per the records maintained by the said branch, the workman had completed 240 days of service during the period from 12.10.1998 to 11.10.1999 and as the workman was engaged as a daily wager, depending upon the availability of work, the question of his termination from services from 04.12.2000 does not arise at all and he did not complete 240 days of continuous service in the preceding year of 04.12.2000 and during the said period of 12 months, he had actually worked for 138 days as full time safai karmachari and 18 days as part time safai karmachari and due to non-availability of work, he was discontinued as a daily wager on and from 04.12.2000 and the workman was given to understand in specific terms that he would be paid wages for each day's work and that he would not be entitled for permanency or regularisation in its employment and his employment in the branch used to commence on each day, on which work was provided to him and it used to come to an end, at the end of the working hours of the same day and otherwise also, the workman cannot refer to the total number of days of work to claim permanency and although he worked intermittently over a period of a time, he never raised any grievance about the wages offered to him by the Bank and by way of an afterthought, he has alleged that he was not paid wages for Sundays/weekly offs and government holidays and he was not entitled to any wages for the days on which he did not physically work at the branch and a desperate attempt is being made by the workman to bring his case within the purview of Section 25-F of the Act and if it is assumed for the sake of argument, without admitting the same, that the workman had completed 240 days of continuous service in a particular period of 12 months, it does not and cannot ipso facto give any right to him for permanency.

It is further pleaded by party no.1 that it is a nationalized bank and a government undertaking and it has to carry out the recruitment, if any, by following the Rules, Regulations and the norms laid down in this regard by the Central Office and the workman was called for interview, vide letter dated 14.10.1998, as per the circular issued by the Regional Manager of the Bank at Akola and when the bank had decided to carry out the recruitment, the District Employment and Self Employment Guidance Centre had informed it that it was mandatory for the bank to notify the vacancies and to fill up the vacancies through the Employment Exchange only and as "No Objection Certificate" was not issued by the Employment Exchange, it could not go ahead with the recruitment of the candidates and for that, not only the workman, but also, several other candidates could not be regularized and it did not commit any illegality in the matter, but for that no vested right accrued in favour of the workman to claim permanency and vide letter dated 17.08.2000, the Regional Manager at Akola had asked all the Branch Manager working under him to submit information about the persons working on daily wages in different branches and the letter dated 03.10.2000 addressed by the Branch Manager, Jalgaon-Jamod branch to the Regional Manager, Akola is a matter of record and the workman had been paid his remuneration by it, for the services rendered by him and nothing was due to him from the bank and the question of payment of retrenchment compensation to him in the circumstances does not arise.

The further case of party no.1 is that Shri Mangesh H. Karangale was appointed in its service as sub-staff on compassionate ground and his father was a permanent staff of the Bank and was working as a "Daftari" at Jalgaon-Jamod branch and he suffered from an attack of Paralysis and was unable to work any longer in the Bank, so his son, Mangesh was appointed on compassionate ground vide appointment letter dated 26.07.2000 and therefore, the case of the workman cannot be compared with Shri Mangesh and Shri G.B. Khodke (and not G.B. Thodge as mentioned in the statement of claim) and Shri Nitin Rajput were also a daily wagers like the workman and as such, the question of relative seniority amongst themselves does not arise at all and unless and until a person is made permanent in the employment of the bank against a clear vacancy, there is no question of the bank maintaining any separate record about the relative seniority of the daily wagers and the workman is not entitled to any relief.

4. Besides placing reliance on documentary evidence, both the parties have led oral evidence in support of their respective claim. The workman has examined himself as a witness in support of his case, whereas, the party no.1 has examined two witnesses, namely, Kailash Brijlal Nagpure and Prakash Vishnu Sonane in support of its claim.

5. In his examination-in-chief on affidavit, the workman has categorically stated that he had completed more than 240 days of service with party no.1, before his oral termination on 04.12.2000. In his cross-examination, the workman has admitted that he was working on daily wages basis at Jalgaon-Jamod branch and his name was not mentioned on the muster roll and he was paid on vouchers and no written appointment order was issued by the Bank.

6. The evidence of the two witnesses examined on behalf of the party no.1 on affidavit is in the same line, as taken in the written statement by party no.1. Both of them have stated that as per the records available with the bank, the workman was never in the regular employment of party no.1 and he was engaged at Jalgaon-Jamod branch on daily wages as and when required and as per records, during the period of 12 months from 04.12.1999 to 04.12.2000, the workman had actually worked for 138 days as a full time safai karmachari and 18 days as part time safai karmachari and since work was not available, he was discontinued as a daily wager on and from 04.12.2000.

In his cross-examination, witness, Kailash B. Nagpure has stated that the workman was working from 12.10.1998 to 04.12.2000 at Jalgaon-Jamod branch of Central Bank of India as per the records of the Bank and no document has been filed by the bank regarding the engagement of the workman during the period from 12.10.1998 to 04.12.2000 and as there was vacancy of a post of sub-staff in Jalgaon-Jamod Branch on 12.10.1998, the workman was engaged by the Bank. This witness has further admitted that one Mangesh Karangale was engaged by the Bank on daily wages basis as a sub-staff on 26.07.2000 and at present also, the post of office peon at Jalgaon-Jamod Branch is vacant and one Ritesh Rajput has been engaged by the bank on daily wages and Ritesh was engaged after the disengagement of the workman.

Likewise, in his cross-examination, witness, Prakash V. Sonane has stated that the workman was working from 12.10.1998 to 04.12.2000 at Jalgaon-Jamod branch and the workman had worked for 244 days from 12.10.1998 to 11.11.1999 and no document has been filed by the bank, in support of the plea that the workman did not complete 240 days of continuous service during the period of 12 months.

7. At the time of argument, it was submitted by the learned advocate for the workman that the workman was in the employment of the party no.1 at its Jalgaon-Jamod branch and he had completed more than 240 days of work in a year i.e. from 12.10.1998 to 11.10.1999 and party no.1 orally terminated the service of the workman on 04.12.2000, without paying the statutory dues or retrenchment compensation and though the services of the workman were terminated, juniors to the workman in service were retained by party No.1 and the action of the party no.1 is unjustified, arbitrary and illegal and the evidence on record clearly establishes that the workman infact had completed

240 days of work in preceding 12 calendar months of 04.12.2000, the date of his termination and as such, it was necessary for the party no.1 to comply with the mandatory provisions of Section 25-F of the Act and therefore, the termination of the workman from services was illegal and it is quite clear from the evidence of the witnesses for the management that the workman was engaged against a permanent vacant post and the post of peon is still vacant and therefore, the workman is entitled for reinstatement in service with continuity and full back wages.

It was further submitted by the learned advocate for the workman that the judgment of the Hon'ble Apex Court in the case of Umadevi is distinguishable in its application to the facts of the present case and the workman has not claimed relief of absorption in post and the other judgments cited by the learned advocate for the party no.1 are also not applicable to the present case.

8. Per contra, it was submitted by the learned advocate for the party No.1 that the workman was never in the regular or permanent employment of the Bank and he was engaged by the Bank at its Jalgaon-Jamod branch on daily wages as and when required and he did not complete 240 days of work in the preceding 12 calendar months of 04.12.2000 and actually, during the said period, he worked for 138 days as full time safai karmachari and 18 days as part time safai karmachari and since work was not available, he was discontinued as daily wager on and from 04.12.2000 and as such there is no question of termination of his services and he is not entitled to the benefits of Section 25-F of the Act and as the workman was engaged on daily wages, as and when required basis, he was paid the wages only for the days he actually worked and the engagement of the workman was not in accordance with the Rules of recruitment and the workman is not entitled to any relief.

In support of the contentions, the learned advocate for the party No.1 placed reliance on the decisions reported in 2006-II-LLJ-722 (Secretary, State of Karnataka Vs. Umadevi), AIR 2005 SC-4065 (Rajasthan State Ganganagar S.Mills Ltd. Vs. State of Rajasthan), AIR 1996 SC-1565 (State of Himachal Pradesh Vs. Suresh Kumar Verma), AIR 2010 SC-2140 (Senior Superintendent, Telegraph Vs. Santosh Kumar Seal), 2006-III-LLJ-152 (H.U.D.A. Vs. Jagmal Singh), 1997 LAB I C-2075 (Himansu Kumar Vidyarthi Vs. State of Bihar), 2008 I CLR-784 (General Manager, Bharat Sanchar Nigam Ltd. Vs. Mahesh Chand), 2008 II CLR-658 (Dnyandeo Vs. Executive Engineer), 2009 III CLR-210 (Dena Bank Vs. Ashraf Yunus) and 2008-II-LLJ-997(Pat) (Sanjay kumar Tiwary Vs. State of Bihar).

9. It is clear from the principles enunciated by the Hon'ble Apex Court and different Hon'ble High Courts in the decisions cited by the learned advocate for the party No.1 that to claim the benefits of Section 25-F of the Act, the workman has to show that in fact he had worked for 240 days in the preceding year of the date of his alleged

termination and filing of the affidavit by the workman cannot be regarded as sufficient evidence for any court or Tribunal to come to the conclusion that in fact the workman had worked for 240 days in a year.

So, keeping in view the principles enunciated by the Hon'ble Apex Court and the Hon'ble High Courts in the decisions relied on by the Party No.1, now, the present case in hand is to be considered.

10. In this case, it has been claimed by the workman that he worked on daily wages basis at Jalgaon-Jamod branch of the bank from 12.10.1998 to 04.12.2000 continuously without any break and his services were terminated by oral order on 04.12.2000 and the dispensation of his services amounted to retrenchment, since the provisions of 25-F of the Act were violated. The party No.1 has refuted the allegations. It is specifically stated that the workman did not work continuously as pleaded and he was engaged as and when required basis and he worked for 156 days from 04.12.1999 to 04.12.2000, i.e. in the preceding year of the alleged date of termination.

As the claim of the workman about his working for more than 240 days in the preceding year of 04.12.2000 has been denied by the party No.1, it is for the workman to show that in fact he had worked for 240 days in the year preceding the date of his termination.

In support of his claim, the workman has filed his evidence on affidavit.

Apart from his own evidence on affidavit, the workman has filed the document, Ext. W-I, the copy of the letter dated 03.10.2000 submitted by the Branch Manager, Jalgaon-Jamod branch to the Regional Office. In Ext. W-I, it has been mentioned that the workman had completed 244 days of work from 12.10.1998 to 11.10.1999. Party no.1 has also admitted such fact in the written statement. Such fact has also been admitted by the two witnesses examined on behalf of the party of 1.

The two witnesses examined by the party no.1, in their evidence have admitted that the workman worked in Jamgaon-Jamod branch from 12.10.1998 to 04.12.2000. They have volunteered that the workman was working intermittently as and when required.

It is to be mentioned here that in the written statement itself, party no.1 has pleaded to produce the documents relating to the actual days of engagement of the workman in the branch. Moreover, an application was filed on behalf of the workman on 19.09.2006 for production of some documents including the register regarding payment of wages to the workman for the period from 1994 to 04.12.2000 and the said application was allowed on 12.10.2006, directing the party no.1 for production of the said documents. In spite of the undertaking given by the party no.1 in the written statement for production of documents and the direction of the Tribunal for production

of documents, party no.1 did not file the documents relating to the actual days of the engagement of the workman for the period from 05.12.1999 to 04.12.2000, i.e. the preceding year of the date of termination of the services of the workman. Due to non-production of the relevant documents, adverse inference has to be drawn against the party no.1 and it can be presumed that the workman had worked for 240 days in the preceding year of 04.12.2000. Admittedly, party no.1 neither served one month's notice nor paid one month's wages in lieu of notice nor retrenchment compensation to the workman, at the time of termination of his services and as such, the termination amounted to retrenchment and is illegal.

11. Now, the question remains for consideration is as to what relief or reliefs, the workman is entitled to.

Admittedly, the workman was engaged by the party no.1 on daily wages basis about 14 years back and he worked for 2 years.

The Hon'ble Apex Court in the decision reported in AIR 2010 SC-2140 (Supra) have held that, "Held, it has been consistently held by SC that relief by way of reinstatement with back wages is not automatic even if termination of an is found to be illegal or is in contravention of the prescribed procedure and that monetary compensation in lieu of reinstatement and back wages in cases of such nature may be appropriate. In the present case, fact that the workmen were engaged as daily wagers about 25 years back and they worked for 2 or 3 years, relief of reinstatement and back wages to them cannot be said to be justified and instead monetary compensation would sub serve the end of justice- Compensation to each of the workman shall meet the ends of justice- Order accordingly.

XXX XXXX XXX XXXX

It would be, thus, seen that by a catena of decisions in recent time, this court has clearly laid down that an order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, be automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily wages has not been found to be proper by this court and instead compensation has been awarded. The court has distinguished between a daily wager who does not hold a post and a permanent employee."

In view of the aforesaid legal position and the fact that the workman was engaged as a daily wager about 14 years back and he worked for 2 years, relief of reinstatement and backwages to him cannot be said to be justified and instead monetary compensation would sub serve the ends of justice. In my considered view, the compensation of Rs. 1,00,000/- (Rupees one lakh only) shall meet the ends of justice. Hence, it is ordered:-

ORDER

The action of the management of Central Bank of India, through the Regional Manager, Akola in terminating the services of Shri Sunil S/o Bhikaji Verulkar w.e.f. 04.12.2000 is unjustified, illegal and improper. The workman is entitled for monetary compensation of Rs.1,00,000/- (Rupees one lakh only) in lieu of reinstatement. He is not entitled for any other relief.

The party no.1 is directed to pay the compensation of Rs. 1,00,000/- (Rupees one lakh only) to the workman within one month from the date of Publication of the award in the official gazette failing which the said amount will carry interest @ 8% per annum till the date of actual payment of the said amount to the workman.

J. P. CHAND, Presiding Officer

नई दिल्ली, 26 अगस्त, 2014

का.आ. 2382.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (5/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/08/2014 को प्राप्त हुआ था।

[सं. एल-12011/26/2012-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 26th August, 2014

S.O. 2382.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 5/2013) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the industrial dispute between the management of Indian Bank and their workmen, received by the Central Government on 25/08/2014.

[No. L-12011/26/2012-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Friday, the 25th July, 2014

Present : K. P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 5/2013

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Indian Bank and their workman).

BETWEEN:

The General Secretary, : 1st Party/
Indian Bank Employees Union : Petitioner Union
No. 6, Moore Street,
Mannady Corner
Chennai-600001

AND

The Asstt. General Manager (HRM) : 2nd Party/
Indian Bank HO, HRM Department : Respondent
66, Rajaji Salai
Chennai-600001

Appearance :

For the 1st Party/ : Sri J. Thomas Jeyaprabakaran,
Petitioner Union : Authorized Representative

For the 2nd Party/ : M/s. T.S. Gopalan & Co.,
Respondent : Advocates

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-12011/26/2012 (IR(B-II)) dated 02.01.2013 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of Indian Bank, Chennai in fixing the reduced pension to Sri P. Arunachalam, Ex-PTS and similarly placed cases are legal and justified? What relief the workmen are entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 5/2013 and issued notices to both sides. The petitioner has entered appearance through his Authorized Representative and the Respondent through his counsel and has filed Claim and Counter Statement respectively. The petitioner has filed a rejoinder after the counter statement was filed.

3. The averments in the Claim Statement in brief are as below:

The payment of pension to the employees of the Respondent Bank is governed by Pension Regulations, 1995. The regulations was notified subsequent to the Bipartite Settlement dated 29.10.1993 on Pension and Computerization. Some of the clauses in the regulations were against the interests of the employees. When the union pointed out the anomalies some of them have been rectified. However, some of the anomalies in the Pension Regulations still subsists. P. Arunachalam and some other employees are affected because of the anomalies. As per Clause-27(2) of the Regulations, in respect of a part-time employee who was initially recruited on a lower scale wage and later fitted on higher scale wages including full-scale wages the length of the qualifying service for pension

shall be determined crippling the actual service based on the scale wages drawn. Because of this crippling of service for arriving at the qualifying service of pension, even after 33 years of service, a part-time employee is sanctioned a very small pension as if he had rendered 11 years of service only. It was after the union had pointed out the anomaly, Clause-27(2) and (3) were incorporated in the regulations. As per Clause-27(3), in respect of a part-time employee who continues to be in the same scale wages since their recruitment, for the purpose of calculating the amount of pension, the actual service put in shall be taken as qualifying service. In such cases, the actual pay drawn on scale wages at the time of retirement shall be reckoned for the purpose of average emoluments. However, even after incorporation of regulation 27(2), the anomaly in respect of those elevated to higher wages from lower wages continue to persist. So this section of employees is granted a small pension only, far below to which they are actually entitled. Now the position is that the part-time employees who continue to be in the same scale wages would be getting a higher pension than in the case of those elevated to higher scale wages from lower scale wages. In the case of fitment of salary on elevation from 1/3 to 1/2 or 3/4 or from 1/2 to 3/4 scale the increments earned in the lower proportionate wage scale should be notionally converted into higher proportionate wage scale to which the employee is elevated. For the purpose of calculating pension in respect of part-time employees like Arunachalam who were initially recruited on a lower scale wage and later fitted on higher scale wage including full scale wage, the actual service put in as the qualifying service without any crippling of service as contemplated in regulation 27(2) shall be taken into account. Salary and pension should be calculated on the above basis. An order may be passed directing the Respondent to work out the salary and pension as per the above norms and disburse the difference to those employees who are affected.

4. The Respondent has filed Counter Statement contending as follows:

For each of the nationalized banks including the Indian Bank Pension Regulations were framed with the approval of Government of India and they are statutory in character. If any change is to be made in the Pension Regulations the proposal for change has to be sent to the Government of India and only after getting approval of the government the pension regulations could be amended. Ever since the pension regulations were framed, the claim for pension in respect of the employees of the Respondent Bank was determined and paid as per the regulations. Arunachalam referred to in the Claim Statement joined the services of the bank on 01.04.1980 and retired on 31.08.2008. He had put in 7 years of service on 1/3rd scale of wages and this period of service is reckoned as 2 years and 4 months. He had put in 20 years and 8 months of service on 1/2 scale wages and service for this period is

reckoned as 10 years and 4 months for the purpose of pension. Thus the total service reckoned as 12 years, 8 months was rounded off to 13 years and his Basic Pension was fixed at Rs. 825/-. The present demand was not raised during the period of operation of the 9th Bipartite Settlement and is not maintainable. The petitioner is not entitled to any relief.

5. In the rejoinder filed, the petitioner has reiterated his case in the Claim Statement.

6. The evidence in the case consists of documents marked as Exts.W1 to Exts.W6 and Ext.M1. No witness was examined on either side.

7. The points for consideration are:

- (i) Whether the action of the management in fixing reduced pension to Sri P. Arunachalam, Ex-PTS and similarly situated persons are legal and justified?
- (ii) What is the relief to which the workmen are entitled?

The Points

8. The dispute is in respect of the anomaly that is said to be existing in the Pension Regulations of the Respondent Bank. It is alleged by the petitioner that the Respondent had corrected certain anomalies in the regulations but some of the anomalies still persists as the Respondent had refused to correct them even after they were pointed out. It is stated that Arunachalam and similarly situated employees who have been initially recruited on a lower scale wage and later fitted on higher scale wage including full scale wage were adversely affected because of the anomaly that is subsisting in the Pension Regulations. It is stated that because of this anomaly, while those part time sweepers who continued to be in the same scale wages since their recruitment gets a higher amount as pension, those who were initially recruited on lower scale wage and later fitted on higher scale wage are getting only lesser amount as pension. This is said to be because of the unscientific manner in which service is crippled and for the purpose of calculation of pension.

9. Regulation-27 of the Pension Regulations is in respect of counting of service rendered on permanent part-time basis. It would be convenient to refer to the regulations and the same is extracted below:

- (a) 27(1) in case of an employee who was employed on scale wages and on permanent part-time basis in the service of the bank and was contributing to the PF, such services rendered by him on permanent part-time basis from the date he became a member of the PF shall be counted as qualifying service.
- (2) For the purpose of calculating the amount of pension in respect of a part-time employee who was/is initially recruited on a lower scale wage and later fitted on higher scale wages

including full scale wages, the length of qualifying service shall be determined in accordance with Appendix-IV.

- (3) In respect of part-time employee who continues to be in same scale wages since their recruitment for the purpose of calculating the amount of pension, the actual service put in shall be taken as qualifying service. In such cases, the actual pay drawn on scale wages at the time of retirement shall be reckoned for the purpose of average emoluments.

10. There is no dispute regarding those employees coming under Clause-3 above. There is no dispute regarding the manner in which their pension is calculated also. The case is that while those employees who continue in the same scale wages get a higher amount as pension, those coming under Clause-2 above i.e. those who were initially recruited on a lower scale wage and later fitted on higher scale wage including full scale wage are affected since their qualifying service is determined on the basis of Appendix-IV. As per Appendix-IV the service of those persons who had worked for below 13 hours a week for one year will be treated as 1/3 of a year. For those who are working more than 13 hours but below 19 years, service will be reckoned as 1/2 of a year. For those who are working for more than 19 hours but upto 29 hours in a week, service of 1 year will be reckoned as 3/4 of a year. Only if they have worked for more than 29 hours in a week, one year service will be treated as one year itself.

11. Because of the above mode of calculation of service for the purpose of pension those who had been fitted with a higher scale will be getting lesser amount of pension while those who remained in the same scale will be getting a higher amount. This is demonstrated by the petitioner in the Claim Statement by an example as given below:

Arunachalam who had joined the service of the Bank on 01.12.1980 with 1/3 scale wages was elevated to half scale wages on 01.12.1987 and retired on superannuation on 31.08.2008. His seven years of service of 1/3 scale wages was reckoned as service of 2 years and 4 months and his service of 20 years and 8 months at 1/2 scale wages was reckoned as 10 years and 4 months. The total service of 12 years and 8 months had been rounded off to 13 years and his pension has been fixed at Rs. 825 against the last drawn salary of Rs. 4,185. If this person had remained in 1/3 scale wages for all the 28 years, his service would have been calculated as 28 years itself and he would have got a pension of Rs. 1,260. If the service of the same person has been taken as 28 years at 1/2 scale wages, he would have obtained more higher amount of Rs. 1775 as pension i.e. $\text{Rs. } 4185 \times 28 = 1775$

12. The above is certainly an anomaly. It is not proper that a person who has put in service in a higher wage scale is getting less pension than a person who was on a lower wage scale.

13. It has been admitted by the counsel for the Respondent that Regulation-27(2) is an anomaly in the statute. The argument that is advanced by the counsel is that Pension Regulations being statutory in nature, this Tribunal is not competent to go against what is stated in the statute, make a calculation against what is provided in the statute and give a direction accordingly. The counsel has referred to the decision in BANK OF BARODA VS. S.K KOOLAND ANOTHER reported in CDJ 2013 SC 1082. In the above case while considering the Pension Regulations of Bank of Baroda, the Apex Court has held that the regulation in question is statutory in nature. The Authorized Representative of the petitioner has referred to the decision in PONNAMMAL VS. INDIAN BANK in Writ Appeal No. 453/2007 (Unreported) in this respect. However, in the above decision the subject matter for consideration was the manner in which increment was fixed and dispute was based on the clauses in the Bipartite Settlement relating to increment. The statutory nature of the Pension Regulations was not considered in the above case.

14. Though there is anomaly in the Pension Regulations of the Respondent, it being in the nature of a statute, this Tribunal is not competent to make a calculation against the clauses in the regulations. The proper procedure is to amend the regulation itself. The petitioner has stated in the Claim Statement itself that certain of the anomalies were pointed out and these were corrected. It is upto the petitioner to take steps to see that the correction is done in the statute. The Respondent, even without any action on the part of the petitioner can take steps to correct the anomaly and give relief to those employees who will otherwise be deprived of the benefit to which they are actually entitled. I expect the Respondent to take hasty steps in this respect.

15. With the above observation, the reference is answered against the petitioner.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 25th July, 2014)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner : None

For the 2nd Party/Management : None

Documents Marked :**On the petitioner's side**

Ex.No.	Date	Description
Ex.W1	29.11.2011	ID raised over the reduced pension paid to Part-Time Employees.
Ex.W2	15.09.2011	Counter to the above ID
Ex.W3	30.09.2008	Pension Payment Order of Sri P. Arunachalam, PTS, Velur Branch
Ex.W4	19.04.2002	Letter from IBA over pension payable to PTS
Ex.W5	12.09.2013	Pension payment details to Ms. Yashoda Bai, PTS Cubbonpet including Pension Payment Order
Ex.W6	22.03.2002	Letter from Federation of Indian Bank Employees' Union, Chennai to Indian Bank Association, Mumbai

On the Management's side

Ex.No.	Date	Description
Ex.M1	1995	(i) Indian Bank (Employees') Pension Regulation 1995 (ii) Extract of Page Nos. 1 to 6 (iii) Regulation-15, Page No. 9 (iv) Regulation-27, Page No. 12 & 13 (v) Appendix – IV (Extract of Page 43) Amendment dated 06.07.2010-M3-S.304

नई दिल्ली, 26 अगस्त, 2014

का.आ. 2383.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुंबई 2 के पंचाट (के.स.औ.अ.-64/2003) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/08/2014 को प्राप्त हुआ था।

[सं. एल-12012/141/2003-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 26th August, 2014

S.O. 2383.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 64/2003) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen, received by the Central Government on 25/08/2014.

[No. L-12012/141/2003-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI**

PRESENT : K.B. KATAKE, Presiding Officer

REFERENCE NO. CGIT-2/64 of 2003

**EMPLOYERS IN RELATION TO THE
MANAGEMENT OF BANK OF BARODA**

The Dy. General Manager
Bank of Baroda, Regional Office
Mumbai Metro South Region
3, W.C. Marg, Ballard Pier,
Mumbai 400 038.

AND

Their Workmen

1. Shri Shashikant Pitale, Shiv Shakti Bhayyachi Chawl Sambhaji Nagar, Sahar Rd., Andheri(E), Mumbai-69.
2. Shri Anant Ramachandra Bawkar, Vakola Bridge, Dhobi Ghat, Radheshyam Chawl, Santacruz (E), Mumbai-69.
3. Shri Hemant M. Mhatre, Post Sopara, Nala Padai, Datta Mandir Road, Nalasopara (W) 401 203.
4. Shri Amrut S. Bhosale Bank of Baroda Quarters (Old) Room No.32, NES Marg, Bhandup (W), Mumbai 78.
5. Shri Devdas Gaikwad, 14/56, New B.D.D. J.K. Road, Dadar, Naigaon, Mumbai-400 014.
6. Shri Sanjay B. Patil, Shantanu Vikas Mandal, Golibar Road, Behind Mahata Society, Santacruz (E), Mumbai.
7. Shri Shailandra J. Tajane, 501/519, Ashirwad Part-2, N.M. Joshi Marg, Mumbai-11.
8. Shri Mahesh Tukaram Sawant, 1/18, Agwane Chawl, Jawahar Nagar, Khar (E), Mumbai-400 051.
9. Shri Praveen S. Namarkar, 2/287, BMC Colony, Marve Road, Malad (W), Mumbai-95.
10. Shri Prakash M. Anchan, 16, Vithal Krupa No.3, 3rd floor, New Aurey Road, Dombivli (E) 421 201.
11. Shri Vikas Subhash Kadam, Malpai Hill No.3, Thakur Chawl, Andheri (E), Mumbai-93.
12. Sunil M.D. Britto, Mother Vellankani, Post Nirmal, Tal Vasai, Distt. Thane 401 304.
13. Shri Madhukar Sudhakar Ghodke, D-18, Room No.5, Vikhroli Park Site, Vikhroli (W), Mumbai-79.
14. Shri Suresh Tukaram More, Contractor Building, Room No.7, V.P.Road, 2nd Dubash Lane, Girgaum, Mumbai-400 004.

15. Shri Tukaram Keshav Mahadik, R.P. Krushle Chawl, Dattamandir Road, Santacruz (E), Mumbai-55.
16. Shri Sunil Raghunath Jangam, Khetwadi, 6th Galli, Angre Chawl, Room No.2, Mumbai-400 004.
17. Shri Sanjay Dhuria Kumar, Tanaji Nagar, Birla Mandir Road, Near Maratha Mitra Mandal, Block No.88, Ulhasnagar-422 001.
18. Shri Santosh N. Gabhane, Acholay Road, Naminath Nagar, A-wing, Room No.4, Nalasopara (E), 401 602.
19. Shri Vijay Amrut Katala, Hari Niwas Building, Room No.1, Rambaug No.4, Kalyan (W).
20. Shri Yogesh Manohar Lokhande, Goraknath Pandey Chawl, Golibar, 4th floor, Santacruz (E), Mumbai-55.
21. Shri Mahesh K. Pujare, Ganesh Nagar, Mahal Chawl, 1/1, Behrambaug, Jogeshwari (W), Mumbai.
22. Shri Rajendra P. Wainganakar, 1/31, Dropati Niwas, Shai Hill, T.P. Road, Bhandup (W), Mumbai-78.
23. Shri Prabhakar P. Mahadik, K.S. Pawar Chawl, New Dherley, Dr. Ambedkar, 19th Road, Khar (W), Mumbai-52.
24. Shri Pradip B. Gowalkar, 3/14, Sunanda Surve Chawl, Kajupada, Bhatwadi, Ghatkopar, Mumbai-84.
25. Shri Gajanan Kale, Laxman Nagar, Matru Niwas, Near Jay Coach Khalip Chawl, Bandrekar Wadi, Jogeshwari (E), Mumbai-60.
26. Shri Eknath Dattaram Kadam, Janta Niwas, Room No.1, Ganesh Nagar, Near Navjeevan School, Bhandup (W), Mumbai-78.
27. Shri Mahesh S. Khetle, Laxman Nagar, Matru Niwas, Near Jay Coach, Khalip Chawl, Bandrekar Wadi, Jogeshwari (E), Mumbai-60.
28. Shri Shivaji Narayan More, 504, Jaibajrang Building, Near Mafatlal Mill, N.M. Joshi Marg, Mumbai-13.
29. Shri Mahendra Mahakal, 3/14, Sunanda Surve Chawl, Kajupada Bhatwadi, Ghatkopar, Mumbai-84.
30. Shri Nitin C. Lad, Nehru Nagar, 6/5, J.K. Marg, Worli, Mumbai.
31. Shri Latesh Shankar Surve, 13, Gururaj Housing Society, Panchapakadi, Thane (W)-2.
32. Shri Sanjay C. Mohite, RPF Railway Quarters, Building No.30/27, Mithagar Road, Mulund (E), Mumbai-81.
33. Shri Rajesh J. Dabholkar, Nensey Colony, Cottage No. A/7, Borivli (E), Mumbai-66.
34. Shri Naresh G. Pawar, Ramkaran Yadav Chawl, Krishna Nagar, 3/4, Behrambhag, Jogeshwari (W), Mumbai.
35. Shri Prashant B. Mhatre, Post Sopara, Nala Padai, Datta Mandir Road, Nalasopara (W) 401 203.
36. Shri Sunil Bhivaji Patil, Naik Wadi, Room No.11, Samarth Nagar, Bhandup (W), Mumbai-78.
37. Shri Narayan B. Talekar, Shivneri Chawl, Dattamandir Road, Vakola Pipe Line, Santacruz (E), Mumbai-55.
38. Shri Vishwambar J. Pednekar, C/o. N.D. Gaikwad Chawl, Siddharth Nagar, Vakola Pipe Line, Santacruz (E), Mumbai-55.
39. Shri Umesh Dhruva Patil, J-12, Adi Janata C.H.S. Sion (E), Mumbai-22.
40. Shri Santosh D. Kalambe, 301, Vaishav Sai C.H.S., Plot No.37, Sector-23, Nerul, Navi Mumbai.
41. Shri Damodar Janardhan Thool, Sidhivinayak Chawl No.6, Room No.2, Devi Pada, Borivli (E), Mumbai-66.
42. Shri Chandrakant C. Mohite, RPF Railway Quarters, Bldg. No.30/27, Mithagar Road, Mulund (E), Mumbai-81.
43. Shri Sachin Bhau Ghag, 2/1, Ambika Vijay Mandal, Chawl No.2/1, Adarsh Nagar, Kanjur Marg (E), Mumbai-42.
44. Shri Sachin Ramchandra Lokhande, Nahur Road, Gavan Pada, Ish Chhaya Society No.3, Mulund (W), Mumbai-80.
45. Shri Roshan Ramesh Bhatkar, Gurukul Housing Society, 2nd floor, Room No.20, Bhatwadi, Kajupada, Ghatkopar (W), Mumbai-84.

APPEARANCES:

FOR THE EMPLOYER : Mr. L. L. D'Souza,
Representative.

FOR THE WORKMEN : Mr. S.B. Shetty, Advocate.

Mumbai, dated the 18th June, 2014

AWARD

The Government of India, Ministry of Labour & Employment by its Order No.L-12012/141/2003-IR (B-II), dated 29.09.2003 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of Bank of Baroda in terminating the services of 45 workmen (list enclosed) is justified? If not, what relief these 45 workmen are entitled to?”

List of workmen

1. Shri Shashikant Pitale
2. Shri Anant Ramachandra Bawkar
3. Shri Hemant M. Mhatre

4. Shri Amrut S. Bhosale
5. Shri Devdas Gaikwad
6. Shri Sanjay B. Patil
7. Shri Shailandra J. Tajane
8. Shri Mahesh Tukaram Sawant
9. Shri Praveen S. Namarkar
10. Shri Prakash M. Anchan
11. Shri Vikas Subhash Kadam
12. Shri Sunil M.D. Britto
13. Shri Madhukar Sudhakar Ghodke
14. Shri Suresh Tukaram More
15. Shri Tukaram Keshav Mahadik
16. Shri Sunil Raghunath Jangam
17. Shri Sanjay Dhuria Kumar
18. Shri Santosh N. Gabhane
19. Shri Vijay Amrut Katala
20. Shri Yogesh Manohar Lokhande
21. Shri Mahesh K. Pujare
22. Shri Rajendra P. Wainganakar
23. Shri Prabhakar P. Mahadik
24. Shri Pradip B. Gawalkar
25. Shri Gajanan Kale
26. Shri Eknath Dattaram Kadam
27. Shri Mahesh S. Khetle
28. Shri Shivaji Narayan More
29. Shri Mahendra Mahakal
30. Shri Nitin C. Lad
31. Shri Latesh Shankar Surve
32. Shri Sanjay C. Mohite
33. Shri Rajesh J. Dabholkar
34. Shri Naresh G. Pawar
35. Shri Prashant B. Mhatre
36. Shri Sunil Bhivaji Patil
37. Shri Narayan B. Talekar
38. Shri Vishwambar J. Pednekar
39. Shri Umesh Dhruva Patil
40. Shri Santosh D. Kalambe
41. Shri Damodar Janardhan Thool
42. Shri Chandrakant C. Mohite
43. Shri Sachin Bhau Ghag
44. Shri Sachin Ramchandra Lokhande
45. Shri Roshan Ramesh Bhatkar

2. After receipt of the reference, notices were sent to both the parties. In response to the notice, the second party workmen filed their statement of claim at Ex-48-A. This statement of claim has been filed by the 45 workers. According to them the management of Bank of Baroda (first party) has employed these 45 workmen as Peon in its various branches in Mumbai and Thane District to perform the work of Peon in the Bank. The management was paying monthly wages to them directly. These workmen were attending full time work of the management. These workmen were in continuous service of the management till their services were terminated by the management orally. In the eye of law the workmen were permanent employee of the management. However management was paying them wages at a very low rate and these workmen were deprived of the rights and benefits available to the permanent workmen of the management attending the same, similar and identical work. They were aspiring for their permanency in the service of the management. However management terminated their services in violation of Section 25 F of I.D. Act and in violation of Principles of Natural Justice, so also in violation of Industrial Employment (Standing) Order Act and other service regulations. The action of the management is illegal and by way of victimization the management indulged in unfair labour practice. Therefore the workmen have raised industrial dispute. As conciliation failed on the report of ALC (C), the Ministry sent the reference to this Tribunal.

3. The second party workmen are entitled to receive benefits of memorandum of settlement dt.18/03/2008 on the principle of equity. The second party has given names of the workmen who ought to have been covered under the pages stated in the memorandum of settlement. It is the case of the second party that first party has made discrimination amongst the workmen by not extending benefit of the settlement to these workmen. The second party workmen therefore, pray that, the action of management terminating the services of these 45 workmen be declared illegal and unjustified. They also pray that management be directed to reinstate them except workman at sr. no.4 late Amrut Bhosle in service with full back wages and all other consequential benefits to the L/Rs of Late Shri Amrut Bhosle treating the period upto date of his death as period on duty for all purposes.

4. The first party management resisted the statement of claim vide their written statement at Ex-52 & 52- A. According to them these workmen were engaged as casual employees on need basis and they were not regular employees of the Bank at any point of time. Thus they have no right of employment. Therefore non-employment of such workmen does not amount to termination/discharge/dismissal. Therefore the reference is not tenable. The first party Bank is Government Undertaking. They have to follow the recruitment rules while recruiting their employees. These employees were not recruited by

following the recruitment procedure prescribed therefor. These workmen were not sponsored by Employment Exchange. Services of such employees thus cannot be regularized. They further submitted that the settlement dt. 18/03/2008 in respect of absorption of casual / temporary persons working in the Bank is not applicable to the persons under reference as they were not working with the Bank on the date of said settlement. Therefore they cannot get the benefit under the memorandum of said settlement. Therefore they pray that the reference be rejected.

5. The second party filed its rejoinder at Ex-54. They denied the averments made in the written statement and reiterated the pleadings made in their statement of claim.

6. Following are the issues framed by my Learned Predecessor for my determination. I record my findings thereon for the reasons to follow:

Sr. Issues no.	Findings
1. Are the workmen involved in the reference employees of the first party?	Yes.
2. Do they prove that they were illegally terminated?	Yes.
3. Are they entitled to reinstatement and full back wages?	As per order below.
4. What order?	As per final order.

REASONS

Issue no. 1:-

7. According to the first party these workmen were engaged as casual employees as and when required for. Therefore they cannot be called employees of the first party and there exists no employee-employer relationship between them. In this respect according to the second party, these workmen were working as Peons. They were not engaged for any incidental or casual work. Neither they were engaged for a particular period nor as substitute in the absence of regular employees. Therefore these employees cannot be called casual workers. Furthermore the Id. adv. for the second party pointed out that as per the rules of the first party there are only two classes of employees. They are temporary employees and permanent employees. In the rules there is no class as casual employees as such. The Id. adv. for the second party rightly argued that, the work of Peon is not a casual work on the other hand it is perennial type of work in the Bank and these workmen were engaged to work as Peons. Therefore in my opinion they cannot be called casual employees as contended by the first party. They were engaged by the

bank to work as Peons in the various branches of the first party bank and they have also worked for number of year and were receiving the wages. Therefore I hold that they are employees of the first party and there exists employee-employer relationship between them.

Issue no. 2 :—

8. It is the case of the workmen that, they worked continuously as Peon in the respective branches from the date of their appointments till the date of termination of their services i.e. till August, 2002. Some of the workmen were appointed since 1991. Some since 1992 and some were appointed from 1994, 1995 to 2000. They have worked for more than 2 to 11 years respectively as mentioned.

9. According to them they had worked continuously for the period they were employed with the first party till August 2002. The witness of the first party has no personal knowledge about the engagement and period of work of these respective workmen. He has admitted the same in his cross examination at Ex-281 that he has no personal knowledge about these facts. They have also produced the documents with list Exh.- 49. The fact is also not disputed by the first party that these workmen were employed and were working at various branches as Peons. Thus there is no reason to discard the version of these respective workmen that they were working at the respective branches from 1991 onwards upto August 2002, till their services were terminated by the first party. Some workmen have worked for more than 11 years. Some have worked for 10 years, 9 years, 8 years and some have worked minimum for 2 years. All of them have claimed that they have worked continuously for 240 days in each calendar year. There is no reason to discard the version of these workmen that they had worked for 240 days in each calendar year.

10. In this respect the Id. adv. for the first party submitted that when the initial appointment itself is void then provisions of Section 25 F of the I.D. Act are not applicable while terminating the services of the workman. In support of his argument the Id. adv. resorted to the Apex Court ruling in Rajasthan Tourism Development Ltd. & Anr V/s. Itejam Ali Jaffrey 2006 (110) FLR 773 (SC) in para 4 of the judgement the Hon'ble Court on the point observed that;

“....it is the settled proposition of law that when initial appointment itself is void, then the provisions of Section 25 F of the industrial Dispute Act are not applicable while terminating the services of the workman.”

11. In that case the workman therein had not completed 240 days in a calendar year. Therefore on that ground the Hon'ble Court held that provisions of 25 F of the I.D. Act are not attracted to this case. While deciding the said point the Hon'ble Court had made the above observations.

Therefore these observations of Hon'ble Court cannot be called ratio decidendi. These observations are mere obiter dicta. In this respect I would like to point out that even mere obiter dictum of Hon'ble Apex Court has also binding effect. However in this respect the Id. adv. for the second party submitted that the said observation is against the Statute of Section 25 F of the I.D. Act. He pointed out that there is no such classification of workmen either in the definition of workman under Section 2 (s) or 25-F of I.D. Act, such as casual, temporary or ad-hoc etc. Therefore the Id. adv. for the second party submitted that the said dictum need not be followed being against the Statute. On the point the Id. adv. for the first party also submitted that, these workmen were not appointed to the post in accordance with the rules but were engaged on the basis of need of the work. They are temporary employees therefore they cannot claim protection under Section 25 F of I. D. Act. In support of his argument the Id. adv. resorted to another Apex Court ruling in Himanshu Kumar Vidhyarthi V/s. State of Bihar & Ors. 1997 FLR (76) 237 (SC) wherein the Hon'ble Court observed that;

“Admittedly they were not appointed to the posts in accordance with the rules but were engaged on the basis of need of the work. They are temporary employees working on daily wages. Under these circumstances, their disengagement from service cannot be construed to be a retrenchment under the Industrial Disputes Act.”

12. In this respect the Id. adv. for the second party submitted that now the law is settled by catena of recent decisions of the Apex Court that, once a workman has completed continuous service of 240 days, he is entitled to the protection under Section 25-F irrespective of the fact that he was casual or temporary workman. In support of his argument Id. adv. resorted to a recent Apex Court ruling in Ramesh Kumar V/s. State of Haryana 2010 – I – LLJ- 841 (SC) wherein the workman was employed as a Mali on casual basis in Public Works Department (B & R) Haryana. He worked from December 1991 till 31/01/1993 when his services were terminated without following the retrenchment procedure. On the point Hon'ble Apex Court in para 10 of the judgement observed that;

“It is not in dispute that the appellant is a workman as defined under Section 2 (s) and ‘retrenchment’ if any, it should be in accordance with Section 25 F of the Act. Admittedly in the case on hand, the workman was not given any notice pay or pay in lieu of notice or retrenchment compensation at the time of his retrenchment. In view of the same the Labour Court has correctly concluded that his termination is in contravention of the provisions of Section 25 F of the Act.”

13. In this respect the Id. adv. for the second party also cited following rulings:

- (i) Anoop Sharma V/s. Executive Engineer, Public Health Division No.1, Panipat (Haryana) 2010- III LLJ- 1 (SC) wherein the Hon'ble Court observed that;
“Termination without following Section 25-F of Industrial Disputes Act 1947 cannot be sustained.”
- (ii) Krishna Bahadur V/s. Purna Theatre & Ors. 2004 III LLJ wherein the Hon'ble Court on the point in para 13 of the judgement observed that;
“The requirement to comply with the provision of Section 25-F (b) has been held to be mandatory before retrenchment of a workman is given effect to. In the event of any contravention of the said mandatory requirement, the retrenchment would be rendered void ab-initio.”

14. The Id. adv. also cited few more rulings wherein the same principle is laid down. Therefore it is unnecessary to refer and discuss them all. Furthermore the Id. Adv. for the second party in this respect submitted that, by way of amendment in the statement of claim, the second party has pleaded and also proved that, the management has regularised the services of some other similarly placed employees, some of them are junior to them. By the said act the management has also violated the provisions of Section 25-G of I.D. Act. This fact is not denied by the first party that, some other similarly placed workmen are regularised in the service of the Bank. However according to them their services are regularised as per the settlement entered into with their union. According to them services of these workmen were already terminated and at the time of the said settlement these workmen were not in the service of the management. Therefore it cannot be said that, the management has violated the provisions of Section 25 G of the I.D. Act. In this respect it is clear that the management has not prepared seniority list while retrenching these workmen. It was essential and they were required to follow the settled rule of ‘last come, first go’ and ‘first come last go’. The management has not followed the said rule at the time of retrenchment and had not considered the seniority. Therefore it is clear that, the management has also violated the provisions of Section 25- G of I.D. Act.

15. In short in this case it is clear that, these workmen were entitled to the protection under Section 25 F of the I.D. Act. Admittedly while terminating the service of these workmen from time to time, the first party has not followed the procedure of retrenchment as prescribed under Section 25-F (a) and (b) of I.D. Act. So also they have violated the provisions of Section 25 -G of I. D. Act, as neither they have prepared seniority list nor retrenchment was in accordance thereto. Therefore the termination of services of these workmen cannot be called legal and valid. Accordingly I decide this issue no.2 in the affirmative that, the second party has proved that their services were terminated illegally.

Issue no. 3:-

16. On the point of reinstatement, the Id. adv. for the first party submitted that as these workmen were not recruited by following the recruitment procedure prescribed therefor. In the circumstances he submitted that, though their services were terminated illegally, neither such employees can be reinstated in service nor their services can be regularised. In support of his argument the Id. adv. resorted to the Land Mark Constitutional Bench ruling of Apex Court in *The Secretary, State of Karnataka V/s. Uma Devi & Ors.* 2006 – II – LLJ – 722 (SC) wherein in para 34 of the judgement the Hon'ble Court observed that;

“It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent merely on the strength on such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules.”

17. The Id. adv. for the first party also cited number of other rulings they all are based on the above referred Constitutional Bench ruling. Therefore it is unnecessary to refer and discuss them all. In this respect the Id. adv. for the first party submitted that, these workmen were not recruited as per the procedure of recruitment. Therefore though their termination is held illegal, they cannot be reinstated in service. Instead of that some compensation would serve the purpose. In support of his argument the Id. adv. cited Apex Court ruling in *Madhya Pradesh Administration V/s. Tribhuban* 2007 AIR SCW 2357. In that case a temporary employee appointed from time to time was disengaged from service. He raised industrial dispute. The Industrial Court merely directed to pay the amount of compensation to the workman to which he was entitled to, had the provisions of Section 25-F been complied with. In Writ Petition, High Court had directed reinstatement of the workman with full back wages. In the circumstances the Hon'ble Apex Court in this case observed that;

“We are of the opinion that interest of justice would be sub-served if appellant herein be directed to pay a sum of Rs.75,000/- by way of compensation to the respondent.”

18. In this ruling also the Hon'ble Court has referred the aforesaid Constitutional Bench ruling of *Uma Devi* (Supra). The Id. adv. for the first party also cited another Apex Court ruling in *Mehboob Deepak V/s. Nagar Panchayat, Gajraula & Anr.* 2008 I CLR 324. In that case there was illegal termination of a daily wager, who was reinstated and regularised in service by Labour Court, in that respect the Hon'ble Apex Court in para 10 of the judgement observed that;

“Applying the legal principles as noticed herein before, the relief granted in favour of the appellant by the Labour Court is wholly unsustainable. The same also appears to be somewhat unintelligible.”

The Hon'ble Apex Court instead of reinstatement with back wages directed to pay compensation. On the point in para 12 of the judgement Hon'ble Apex Court observed that ;

“It is now well settled by a catena of decisions of this Court that in a situation of this nature, instead and in place of directing reinstatement with full back wages, the workman should be granted adequate monetary compensation.”

19. The Id. adv. also resorted to another Apex Court ruling in *State of Himachal Pradesh & Anr. V/s. Ravinder Singh* 2008 I CLR 1 wherein in respect of regularisation of services of a daily wager who was not recruited through Employment Exchange and no procedure of recruitment was followed. In the circumstances in the light of the leading *Uma Devi* case verdict the Hon'ble Court observed that;

“There was a mere back door entry. They were not selected in the manner as applicable to regular employees...”

The Hon'ble Court in para 9 of the judgement further observed that;

“In the background of what has been stated the directions given for regularisation in the post of Clerk being indefensible are set aside.”

20. The Id. adv. for the first party also referred the Apex Court ruling in *Official liquidator V/s. Dayanand & Ors.* 2009 III LLJ 305 (SC) wherein Hon'ble Court in respect of absorption / regularisation in Govt service observed that;

“...recruitment to regular cadre is governed by the Rules framed under Article 309 of the Constitution and it would be highly detrimental to public interest to issue direction for wholesale absorption/ regularisation of the company paid staff and there by abrogate/ stultify opportunity of competition to younger generation comprising more meritorious persons who may be waiting for a chance to apply for direct recruitment.”

21. The Id. adv. for the first party also referred to the Bombay High Court ruling in *Dena Bank, Mumbai V/s. Ashraf Yunus Sheikh* 2010 II LLJ 91 (Bom). In that case services of a daily rated casual employee were terminated in violation of Section 25 F of I.D. Act. In that case instead of reinstatement, the Hon'ble Court held that he did not get right to continue in service and compensation in terms of Section 25 F was ordered to be paid.

22. The Id. adv. also cited the Apex Court ruling in Telecom District Manager & Ors. V/s. Keshab Deb 2008 II CLR 492 wherein in respect of termination of a casual labour in violation of Section 25 F, the Hon'ble Court in para 20 of the judgement observed that;

“We are therefore of the opinion that grant of compensation instead of direction of reinstatement with back wages would meet the end of justice.”

23. In the light of these rulings the Id. adv. for the first party submitted that, in case the termination of these employees is found to be illegal, and in violation of Section 25 F or G, instead of reinstatement, they be awarded compensation as held in the catena of above referred decisions.

24. On the point, the Id. adv. for the second party submitted that all the rulings referred on behalf of the first party are in respect of illegal termination in violation of Section 25- F of the I.D. Act. In this respect the Id. adv. for the second party submitted that, case on hand is not the case of mere violation of provisions of Section 25 F to grant mere compensation. On the other hand in this case, there was also violation of Section 25-G of the I.D. Act, thereby the right of equality and equal opportunity to these workmen was denied. Therefore the workmen are entitled for the relief of reinstatement with full back wages.

25. In the circumstances he submitted that the above rulings in respect of mere violation of Sec 25-F are not attracted to the set of facts of the present case as the termination herein is also in violation of Section 25 G of the Act. It is the case of the second party that the management has neither prepared seniority list nor followed the rule 'last come first go' while effecting the retrenchment. According to the second party many similarly placed workmen, some of them junior to the workmen under reference were not only retained in the services, but they are also made permanent. It is in violation of Section 25 G of the I.D. Act. Therefore he further submitted that when the retrenchment is effected in violation of Section 25-G, they are entitled to be reinstated and regularised in the services as like the similarly placed some other workmen who are regularised in the services.

26. The fact is not disputed that the management has regularised the services of some other similarly placed workmen. However according to the first party, their services were regularised as per the settlement. According to them the settlement took place afterwards when the workmen under reference were not in service as they were already terminated. Therefore they are not entitled to the benefit of the settlement. That apart, the fact remains that the workmen under reference were retrenched without seniority list and without following the rules 'last come first go'. Some similarly placed workmen junior to these workmen remained in service. They were not retrenched and subsequently they were made permanent.

27. In this respect the Id. adv. for the second party also submitted that the argument on behalf of the first party is devoid of merit that the rule of seniority is not applicable to daily wagers or temporary employees. In support of his argument the Id. adv. for the second party resorted to the Apex Court ruling in Harjindersingh V/s. Punjab State Warehousing Corporation 2010 I CLR 884 wherein the Hon'ble Apex Court on the point in para 5 of the judgement observed that;

“High Court was not correct in stating that rule of seniority is not applicable to daily wagers. There is clear violation of Section 25- G of the Act. Appellant is entitled for re-appointment.”

In this judgement Hon'ble Court also observed that;

“For attracting the applicability of Section 25 G of the Industrial Disputes Act, the workmen is not required to prove that he had worked for a period of 240 days during 12 calendar months preceding the termination of his service and it is sufficient for him to plead and prove that while effecting retrenchment the employer violated the rule of 'Last come, first go' without any tangible reason.”

28. In that case the service of workman therein was terminated in violation of Section 25-G of the I. D. Act. The Labour Court set aside the termination and directed the management therein to reinstate the workman. High Court set aside the said award and instead of reinstatement awarded compensation. The Hon'ble Apex Court in this respect in para 16 of the judgement observed that;

“In view of the above discussions we hold that the Id. Single Judge of High Court committed serious jurisdictional error and unjustifiably interfered with the award of reinstatement passed by Labour Court with compensation of Rs.87,582/- by entertaining a wholly unfounded plea that the Appellant was appointed in violation of Article 14 & 15 of the Constitution and the Regulations.”

29. In the light of the fact and circumstances, it is clear that the management herein has violated the provisions of Section 25 G and retrenched these workmen without considering their seniority. The management did not follow the rule of “first come last go” or “last come first go”. Therefore in the light of above referred Apex Court ruling in Harjinder Singh, I am of the opinion that the workmen under reference are entitled to be reinstated. The ruling referred on behalf of the first party are not attracted as they are not in respect of Section 25- G of the I. D. Act. In the ruling of Harjinder Singh referred above, in para 17 of the judgement the Hon'ble Court further observed that;

“High Courts are duty bound to keep in mind that the Industrial Dispute Act and other similar legislative instruments are social welfare legislations and the same are required to be interpreted keeping

in view the goals set out in the preamble of the constitution and the provisions contained in part-IV. Therefore in general an Article 38, 39 (a) to (e), 43 and 43 –A in particular, which mandate that the state should secure a social order for the promotion of welfare of people, ensure equality between men and women and equitable distribution of material resources of the community to sub serve the common goal and also to ensure that workers get their dues.”

30. The Id. adv. for the first party had pointed out that the constitutional Bench of Apex Court in the case of Uma Devi (Supra) held that when initial appointment is not as per the recruitment rules prescribed therefor, such workmen cannot be made permanent or regularised. On the point the Id. adv. for the second party submitted that the said ruling is not attracted to the case on hand as management herein has violated the provisions of Section 25-G of the I.D. Act. The ratio to that effect is laid down by Hon’ble Apex Court in a recent ruling in H.S. Rajashekhara V/s. State Bank of Mysore and Anr 2012 (2) MHLJ 570. On the point Hon’ble Court observed that;

“The appeal preferred by the petitioner, assailing the order passed by the Ld. Single Judge in Writ Petition No.22324 of 2005, was adjudicated upon with reference to the decision rendered by this Court in Secretary, State of Karnataka V/s. Uma Devi & Ors. (Supra) even though the same had no relevance to the prayer made by the petitioner. The simple question raised by the petitioner was with reference to the decision of the Bank in absorbing Shri Devaraju as a permanent employee. The claim of the petitioner was founded under Articles 14 and 16 of the Constitution of India. Unfortunately the aforesaid issue was not considered even in the second round of litigation.”

31. In short, the ratio laid down by Apex Court in the case of Uma Devi (referred supra) is not attracted to the case on hand as this case is in respect of the point of violation of Sec. 25-G of I.D. Act which was not the issue before the Hon’ble Court in the case of Uma Devi. In the light of the above recent Apex Court ruling which is directly on the point of violation of Sec. 25-G of the Act, I hold that these workmen are entitled for reinstatement as regular employees at par with the other similarly placed employees.

32. In respect of back wages the Id. adv. for the first party submitted that ‘no work no wage’ is the settled principle. He further pointed out that most of the workmen after the retrenchment are working somewhere else and earning to meet the two ends. Some of the workmen have also admitted in their cross that, they are working and earning some amount for their survival. In the circumstances, he submitted that they are not entitled for back wages. As against this the Id. adv. for the second

party submitted that these workmen were retrenched illegally and they are made to suffer a lot. They are not employed anywhere permanently. Therefore they are entitled to full back wages.

33. I consider the facts and circumstances on record, some of the workmen have admitted in their respective cross-examinations that after retrenchment they are working and doing some work and earning some meagre amount. It is also but natural that they must be working somewhere for their livelihood. Furthermore awarding full back wages to these 45 workmen for about last 9-10 years, would no doubt create heavy burden on the public establishment for the mistake of some of their officials. Considering all these circumstances to meet the end of justice, I think awarding 30% back wages would serve the purpose. Accordingly I decide this issue No.3 partly in the affirmative and proceed to pass the following order;

ORDER

- (i) Reference is partly allowed with no order as to cost.
- (ii) The retrenchment of the workmen under reference is declared to be in violation of Section 25 F & G of the I.D. Act 1947.
- (iii) The management is directed to reinstate these workmen in the service with 30% back wages and all other consequential benefits and continuity of service.
- (iv) Services of these workmen be regularised at par with the other similarly placed workmen as per their seniority and in accordance with the settlement.

Date : 18.06.2014

K. B. KATAKE, Presiding Officer

नई दिल्ली, 27 अगस्त, 2014

का.आ. 2384.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्द्वारा डिविजनल इंजीनियर, टेलीकॉम प्रोजेक्ट्स, भारत संचार निगम लिमिटेड, धर्मशाला के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, चंडीगढ़ के पंचाट (संदर्भ संख्या 1367 of 2008) को प्रकाशित करती है जो केन्द्रीय सरकार को 22/08/2014 को प्राप्त हुआ था।

[सं. एल-40011/59/2007-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 27th August, 2014

S.O. 2384.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 1367/2008) of the Central Government Industrial

Tribunal-cum-Labour Court-2, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Divisional Engineer, Telecom Projects, Bharat Sanchar Nigam Limited, Dharamshala and their workman, which was received by the Central Government on 22/8/2014.

[No. L-40011/59/2007-IR(DU)]

P. K. VENUGOPAL, Section Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: SRI KEWAL KRISHAN, Presiding Officer.

Case No. I.D. No. 1367/2008

Registered on 14.3.2008

Sh. Girish Kumar,
311-Old Tehsil Lane,
Wellesly Ganj, Mirzapur (UP).

.....Petitioner

Versus

The Divisional Engineer,
Telecom Projects,
Bharat Sanchar Nigam Limited,
Dharamshala.

.....Respondents

APPEARANCES

For the workman : Ex parte.

For the Management : Sh. Kailash Sharma Adv.

AWARD

Passed on 14.7.2014

Central Government vide Notification No. L-40011/59/2007-IR(DU) Dated 10.3.2008, by exercising its powers under Section 10 Sub-section (1) Clause (d) and Sub-section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Bharat Sanchar Nigam Limited, Kullu to struck off the name of Sh. Girish Kumar from the strength of the regular staff of Bharat Sanchar Nigam limited, Kullu vide order dated 7.11.2000 is legal and justified? If not, to what relief the workman is entitled to and from which date?”

In response to the notice, the workman appeared and submitted statement of claim pleading that he was engaged as daily rated mazdoor on 1.1.1996 and worked at different places with the respondent management. He was granted temporary status w.e.f. 15.4.1999 and was appointed as regular mazdoor and was posted at Keylong vide order dated 30.8.2001. However his name was struck off from the strength of the staff of Keylong vide order dated 2.11.2001 which is illegal. That he be reinstated in service with continuity of service.

Respondent management filed written reply controverting the averments and pleaded that the workman did not serve the Department and got wrong verification as TSM worker prior to 15.4.1999. Since his verification of work as TSM was forged and fabricated, he was not entitled to be inducted as regular mazdoor. After proper verification of the record, he was asked to report with District Manager, Kullu. Since he did not serve the department at any point of time, he is not entitled to any relief. That he filed a writ petition before the Hon'ble High Court claiming the same relief and the same was dismissed.

Initially the workman appeared through an Advocate but later on neither the workman nor his counsel appeared. Consequently, notice was again ordered to be issued to him through registered cover for 3.12.2013 vide order dated 1.10.2013. The workman did not appear on 3.12.2013 and was proceeded against ex parte.

The management closed its evidence.

Since the workman was proceeded against ex parte, no evidence has been led on his behalf that he ever joined the department as daily-rated mazdoor. It is the definite case of the department that he wrongly procured a verification report for working as TSM and on the basis of that, he was given the status of regular mazdoor. In this situation, it was incumbent upon the workman to prove that he actually worked as a daily-rated mazdoor and he was rightly given temporary status. In the absence of any evidence on the file, it cannot be said that he worked as a daily-rated mazdoor and thereafter he was given the status of temporary mazdoor and in the absence of these facts, he was not entitled to be appointed as regular mazdoor. Being so, the action of the management to struck off his name from the strength of regular staff of its office at Kullu vide order dated 7.11.2000 cannot be termed as illegal and the workman is not entitled to any relief.

In result, the reference is accordingly answered against the workman.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 27 अगस्त, 2014

का.आ. 2385.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्द्वारा चेयरमैन-कम- मैनेजिंग डायरेक्टर, हिंस्तान फोटो फिल्मस मैनुफैक्चरिंग कंपनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 96/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 22/08/2014 को प्राप्त हुआ था।

[सं. एल-42012/83/2012-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 27th August, 2014

S.O. 2385.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 96/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Chairman-cum-Managing Director, Hindustan Photo Films Mfg. Co. Ltd. and their workman, which was received by the Central Government on 22/8/2014.

[No. L-42012/83/2012-IR(DU)]

P. K. VENUGOPAL, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Thursday, the 14th August, 2014

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 96/2012

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Hindustan Photo Films Mfg. Co. Ltd. and their workman)

BETWEEN

Smt. A.N. Sahayamary : 1st Party/
Petitioner

AND

The Chairman-cum-Managing Director : 2nd Party/
Hindustan Photo Films Mfg. Co. Ltd. Respondent
Indu Nagar (PO)
Udhagamandalam-643005

Appearance:

For the 1st Party/ : Sri G. Gunaseelan, P.G. Devraj,
Petitioner : Authorized Representatives

For the 2nd Party/ : M/s Aiyar & Dolia, Advocates
Respondent

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-42012/83/2012-IR (DU) dated 04.12.2012 referred the following Industrial Dispute to this Tribunal for adjudication.

The Schedule mentioned in that order is :

“Whether the action of the Management of Hindustan Photo Films Mfg. Co. Ltd., Ooty regarding

the termination of services of the petitioner i.e. A.N. Sahayamary as Casual Worker without following the provisions of Section-25F and N of Industrial Disputes Act is justifiable or not? If not, to what relief the workman is entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 96/2012 and issued notices to both sides. The petitioner has entered appearance through Authorized Representative and the Respondent through the counsel and filed Claim and Counter Statement respectively.

3. The averments in the Claim Statement filed by the petitioner in brief are these:

The petitioner was appointed in the Horticulture Department of Respondent Company on daily wages in the year 1995. Initially she was paid @ Rs. 57/- per day later this was revised to Rs. 77/- per day. The petitioner was enrolled as a member of ESI Corporation and was issued with an Identity Card in 1996. In 2007, a new Identity Card was issued by the ESI Corporation. The petitioner was continuously employed with the Respondent from 1995 till May, 2007 and thereafter till February, 2010. The work of the petitioner was supervised and controlled by the Company officials. During the entire period of employment the petitioner was employed as Helper at the residence of the Managing Director of the Company. The petitioner was kept in service on daily wages for more than 16 years and she was denied all statutory benefits. Though the rate of wages of others were revised to Rs. 146/-, the petitioner was paid @ Rs. 77/- per day only. The petitioner had represented to her superior officers to revise her wages. The Respondent had given permanent status to 55 workers in the year 2010, the petitioner had requested to grant permanent status to her also. She was assured that this can be considered during revival of the Company. The petitioner was paid wages every month by the Accounts Department obtaining her signatures in the vouchers and some other forms. The Respondent has disbursed wages through a stranger. During April, 2011 the petitioner was prevented from attending her regular work. The change of mode of payment of wages amounts to removal of the name of the petitioner from the Muster Roll of the Respondent. It is termination of the petitioner from service with mala fide intention. There is no justification for the termination. The termination is retrenchment in violation of Section-25F and N of ID Act. The petitioner has raised the dispute on account of this. An order may be passed holding that the termination of the petitioner is illegal and unjustified and also directing the Respondent to reinstate the petitioner in service with back wages and continuity of service.

4. The Respondent has filed Counter Statement contending as follows :

The ID itself is not maintainable as there is no master and servant relationship between the Petitioner and the Respondent. The petitioner was engaged as a Maid Servant at the residence of the Chief Executive through a registered contractor and was paid on daily wage basis. It is incorrect to state that she was engaged in the Horticulture Department. Issue of an Identity Card does not entitle the petitioner to claim permanency or regularization. The Respondent had no control over the payment of wages to workmen engaged through Registered Contractors. The work of the petitioner was not supervised by the officials of the Respondent. It is incorrect to say that the Officers of the Respondent had forcibly stopped the petitioner from attending work. The petitioner had abandoned the work in January 2007 and had again approached the Respondent Company to engage her service through a Contractor. She had worked under different contractors at different points of time as daily wager.

5. The evidence in the case consists of the oral evidence WW1 and WW2 and documents marked as Ext.W1 to Ext.W21. No evidence oral or documentary were adduced on the side of the Respondent.

6. The points for consideration are:

- (i) Whether the termination of service of the petitioner by the Respondent is legal and justifiable?
- (ii) What is the relief, if any to which the petitioner is entitled?

The Points

7. The petitioner has claimed in her Claim Statement that she had started to work with the Respondent as a daily wager in the year 1995 and that she continued to work so till May 2007 and thereafter till Feb. 2010. According to her initially she was paid @ Rs. 57/- per day. This was later raised to Rs. 77/- per day. She has alleged that though the wages of other daily workers were revised she had to satisfy with Rs. 77/- that was paid to her. Though in the initial paragraph of the Claim Statement she has stated that she was appointed as Helper in Horticulture Department, her case in the later part of the Claim Statement is that she was employed as Helper in the Managing Director's residence. It is alleged by the petitioner that she was wrongfully turned out from the Respondent institution by some Officers of the Respondent. According to her, this termination from service was after she has completed 16 years of continuous service.

8. In the Counter Statement the Respondent has not denied the case that the petitioner was working for it. However according to the Respondent she was engaged through a Registered Contractor and she was always working as Maid Servant in the residence of the Chief Executive.

9. In the Proof Affidavit filed, the petitioner has reiterated her case in the Claim Statement. However, the period of joining with the Respondent is shown as 1996 against 1995, the year shown in the Claim Statement. There is also the evidence of WW2, an ex-employee of the Respondent Company. This witness has stated that he was given permanent status in the establishment under Tamil Nadu Industrial Establishment (Conferment to Permanent Status to Workman) Act on the basis of order of Deputy Chief Inspector of Factories. He has also stated that the petitioner was engaged as Casual Labourer in the Horticulture Department of the Respondent. The order of the Chief Inspector of Factories and other documents pertaining to the service of this witness with the Respondent also is marked through him.

10. Coupled with the admission of the Respondent, the documents produced by the petitioner would show that she has been working with the Respondent. Even as stated by the petitioner in her Claim statement she was not aware how the number of days worked by her each month were maintained or calculated. However, she was paid by the Accounts Department by obtaining her signatures in the vouchers. This practice is said to have continued till October, 2010. Ext.W1 is the ESI Identity Card that was issued to the petitioner in February 1996. Ext.W2 is the second ESI Identity Card that was issued in June 2007. Ext.W3 is the Casual Labour Entry Permit issued to her in 1998. Ext.W4 is another such permit issued in 2000. Ext.W6 is the Bus Pass Bill for June 2006 which shows that the petitioner has remitted some amount towards bus pass. Ext.W5 is the bus pass bill issued in March 2011. These documents certainly show that the petitioner had started to work in the Respondent Company at least in the year 1996 and had worked till 2011.

11. Though the actual number of days the petitioner had worked in the Respondent are not available the documents produced would show that she was working with the Respondent all along, even if there was some gap. Ext.W11 (series) are work order forms during the period between May 2000 and August 2005. This would show that she had worked for 29 days in April 2000. She is seen to have worked in January 2001, January 2002, March 2002, February, 2003, March 2003, March 2004, January 2005, August, 2005 and August 2008, though the number of days worked during these months are not shown. Though the above documents would not show that she was working continuously, Ext.W12 abstract gives an indication of the manner in which she was working. This shows that the petitioner was paid more than Rs. 25,000/- for the period between September 2004 to August 2005. The note given below the abstract shows that she was working throughout all the months during the period. Another set of documents showing employment of the petitioner are the Half-Yearly ESI returns submitted to ESI Corporation marked as Ext.W13 to Ext.W15, pertaining to

the period from 2008 to 2010. In Ext.W13 the name of the petitioner is shown as S.No. 81, in Ext.W14 as S.No. 172 and in Ext.W15 as S.No.76. The monthly amount paid to the petitioner as wages and returns submitted to the ESI Corporation would give a glimpse of the manner in which she must have been working. It is true that documents are not available to show that the petitioner was working continuously. However, if the cumulative effect of the documents produced by the petitioner are taken into account it could be concluded that the petitioner had been working with the Respondent from the year 1996 and continued to do so until the year 2011.

12. The claim advanced on behalf of the petitioner is that she was unjustly terminated from service and is liable to be reinstated. What is stated by the Respondent in the Counter Statement is that there was no termination from service but she has stopped attending the job. There is also a contention for the Respondent that all along the petitioner was engaged through a Contractor and there was never employer – employee relationship between her and the Respondent. In spite of the claim that her engagement was through Registered Contractor, no document to this effect is produced by the Respondent. On the other hand, the documents produced by the petitioner would show that the payment was made to her by the Respondent directly. All the documents pertaining to the engagement would show that she was employed directly. Though there is a column for the name of the Contractor in the work order form, in most of the forms the Column is left unfilled and at times the name of the petitioner itself is shown against the name of the Contractor also. All these would indicate that the petitioner was employed directly.

13. What is the relief to which the petitioner is entitled? Is she entitled to reinstatement in view of the fact that she was working with the Respondent though as a daily wager for a considerably long time? WW2 was brought in to advance the case that he also was also working with the Respondent on daily wages and was conferred permanent status and therefore the petitioner also should have been given permanent status in the establishment. The Authorized Representative of the petitioner has also referred to decisions including the decision of the Apex Court in HARJINDER SINGH VS. PUNJAB STATE WAREHOUSING CORPORATION reported in 2010 1 SCC (L&S) 1146. Here it was held that for the principle of first come last go under Section-25N, one need not prove that he had worked for 240 days during 12 calendar months preceding termination. In this respect the counsel for the Respondent has referred to the recent legal pronouncements of the Apex Court laying down the dictum that award of reinstatement and back wages does not follow automatically on setting aside the order of retrenchment. In the decision in JAGBIR SINGH VS. HARYANA STATE AGRICULTURE MARKETING

BOARD AND ANOTHER reported in 2009 15 SCC 327 it has been held that instead of reinstatement, compensation could be awarded. Reference was also made to the decision in ASSISTANT ENGINEER VS. RAJASTHAN DEVELOPMENT CORPORATION AND ANOTHER VS. GITAM SINGH reported in 2013 5 SCC 136. Here it has been held that before exercising its judicial discretion under Section-11A of the ID Act the Labour Court has to keep in view all relevant factors including the mode and manner of appointment, nature of employment, length of service, the ground on which the termination has been set aside and the delay in raising the Industrial Dispute. It has also been held that a distinction has to be drawn between a daily wager and an employee holding the regular post for the purpose of consequential relief.

14. The petitioner though worked for a long time was only a daily wager and was not an employee holding the regular post. Considering these aspects rather than reinstatement, compensation will be the proper relief to the petitioner. The compensation payable to the petitioner is quantified as Rs. 3.00 lakhs.

15. Accordingly, the Respondent is directed to pay the petitioner Rs. 3.00 lakhs as compensation, within a month of the award. In default of payment within the prescribed time the amount would carry interest @ 9% per annum from the date of the award.

The reference is answered accordingly

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 14th August, 2014)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

For the 1st Party/ : WW1, Smt. AM Sahayamary
Petitioner WW2, Sri A. Antony

For the 2nd Party/ : None
Management

Documents marked

On the side of the petitioner

Ex.No.	Date	Description
Ex.W1	12.02.1996	ESI Identity Card
Ex.W2	26.06.2007	ESI Identity Card
Ex.W3	15.08.1998	Casual Labour Entry Permit
Ex.W4	11.09.2000	Entry Permit
Ex.W5	15.03.2011	Bus Pass Pay Bill
Ex.W6	19.07.2006	Bus Pass Pay Bill
Ex.W7	11.02.2011	Representation to the Management

Ex.W8	-	Petition u/s 2A1 of the Industrial Disputes Act before the Conciliation Officer	नई दिल्ली, 27 अगस्त, 2014
Ex.W9	-	Counter Statement filed by the Management	का.आ. 2386. —औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्वारा पुरस्कार प्रकाशित करता है (संदर्भ संख्या 15/2006) डायरेक्टर, प्रसार भारती ब्राडकास्टिंग कारपोरेशन ऑफ इंडिया, दूरदर्शन केंद्र के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 15/2006) को प्रकाशित करती है जो केन्द्रीय सरकार को 19/08/2014 को प्राप्त हुआ था। [सं. एल-42012/03/2006-आईआर (डीयू)] पी. के. वेणुगोपाल, अनुभाग अधिकारी New Delhi, the 27th August, 2014
Ex.W10	-	Reply Statement filed before the Conciliation Officer by the Petitioner	
Ex.W11	31.05.2000	HRD / Engineering Division Work	
(series)	Jan. 2001		
	Jan. 2002		
	March 2002		
	Feb. 2003		
	March 2003		
	March 2004		
	Jan. 2005		
	Aug. 2005		
Ex.W12	-	Abstract Estimate of Civil Engineering Planning for the period from September 2004 to August 2005	S.O. 2386. —In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 15/2006) of the Central Government Industrial Tribunal Cum Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Director, Prasar Bharati, Broadcasting Corporation of India, Doordarshan Kendra and their workman, which was received by the Central Government on 19/8/2014. [No. L-42012/03/2006-IR(DU)] P. K. VENUGOPAL, Section Officer ANNEXURE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT LUCKNOW PRESENT : Dr. MANJU NIGAM, Presiding Officer I.D. No. 15/2006 Ref. No. L-42012/3/2006-IR(DU) dated: 15.06.2006 BETWEEN Shri Saleem Ahmad, C/o Naseem Ahmad Jawahar Nagar, Colony No. 202A/37 Opp. Hathi Park, Daliganj Lucknow AND The Director, Prasar Bharati Broadcasting Corporation of India Doordarshan Kendra 24, Ashok Marg Lucknow
Ex.W13	-	Half-Yearly ESI Returns submitted to ESI Corporation for the period from 01.10.2008 to 31.03.2009	
Ex.W14	-	Half-Yearly ESI Return submitted to ESI Corporation for the period from 01.10.2009 to 31.03.2010	
Ex.W15	-	Half-Yearly ESI Returns submitted to ESI Corporation for the period from 01.04.2010 to 30.09.2010	
Ex.W16	-	Salary Bill of A. Antony for the month of July 2011	
Ex.W17	-	Copy of the order of Dy. Chief Inspector of Factories dated 26.05.2011 issued to A. Antony and others	
Ex.W18	-	Copy of the order of Dy. Chief Inspector of Factories issued to P. Krishnamoorthy and 12 others	
Ex.W19	-	Relieving order dated 12.03.2012	
Ex.W20	-	Computation Petition No. 258 of 2011 filed by A. Antony before the Hon'ble Labour Court, Coimbatore	
Ex.W21	-	Counter Statement filed by the Management in the CP No. 258 of 2011	

AWARD**On the side of the Management**

Ex.No.	Date	Description
	Nil	

1. By order No. L-42012/3/2006-IR(DU) dated: 15.06.2006 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by

clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Shri Saleem Ahmad, C/o Naseem Ahmad, Jawahar Nagar, Colony No. 202A/37, Opp. Hathi Park, Daliganj, Lucknow and the Director, Prasar Bharati, Broadcasting Corporation of India, Doordarshan Kendra, 24, Ashok Marg, Lucknow for adjudication to this CGIT-cum-Labour Court, Lucknow.

2. The reference under adjudication is:

“Whether the action of the management Doordarshan Kendra Lucknow/New Delhi in terminating the services of Shri Saleem Ahmad, casual floor assistant w.e.f. 22.7.2001 is just and legal? if not to what relief the workman are entitled?”

3. The case of the workman, Saleem Ahmad, in brief, is that he was engaged by the opposite party as Casual Programme Staff in Group ‘C’ category on 11.04.1986 and he worked regularly up to 21.07.2001. It has been submitted by the workman that there had been a scheme for regularization of the casual employees dated 09.06.1992, 17.03.1994 and 05.07.1994; but the management did not regularize his services. It has been alleged by the workman that the management terminated his services on 21.07.2001 without following the due procedure as contained in Section 25 F of the I.D. Act, 1947. Accordingly, the workman has prayed that the action of the management in denying him regularization be declared illegal and he be regularized into the services.

4. The management of the Doordarshan has denied the claim of the workman by filing its written statement; wherein it was submitted that the workman had never been appointed as a casual artist adhoc or otherwise, no appointment letter was issued to the workman, therefore, there is no question of termination or retrenchment of his services w.e.f. 21.07.2001. It was submitted that the workman was engaged for short spells to carryout casual nature of work purely on the basis of actual requirement of programme production for not more than 10 days in a month. It was further submitted that the workman’s case was considered for regularization, in terms of regularization scheme dated 09.06.1992 as well as the modified scheme dated 17.03.1994 and 05.07.1994, but he was found ineligible being over age by 11 months 08 days in terms of scheme dated 09.06.1992, therefore, he could not be regularized. It is also submitted that all those who were regularized by the management were regularized in accordance with regularization scheme dated 09.06.1992 and 17.03.1994. Accordingly, the management of the Doordarshan has prayed that the claim of the workman be rejected being devoid of merit.

5. The workman has filed its rejoinder wherein he has stated that his date of birth is 10.07.1958 as per his matriculation certificate and as per Rules the age limit for the post of Production Assistant is 21-30 years. It was

further stated that the case of Smt. Dixit whose date of birth and date of initial engagement was 26.07.61 and 12.02.91 respectively, was considered for regularization, in terms of scheme dated 09.06.92, as per direction of Hon’ble CAT, Lucknow in O.A. No. 500/95 vide order dated 08.11.2001 and she was given age relaxation of one year. Rest is mere reiteration of the averments already made in the statement of claim.

6. The parties have adduced documentary evidence in support of their respective cases. The workman after filing documentary evidence did not turn for its oral evidence in support of its stand in spite of ample opportunity was granted to the workman, which led to presumption that the workman does not want to lead any evidence and his opportunity to lead evidence was closed vide order dated 29.10.2009. The management filed affidavit of Shri G.P. Pandey, Senior Administrative Officer in support of their pleadings. The workman again failed to cross-examine the management’s witness and his opportunity to cross-examine the management’s witness vide order dated 26.07.2010. Thereafter, various dates i.e. 27.08.2010, 06.10.2010, 30.11.2010, 23.12.2010, 15.03.2011, 12.05.2011, 17.06.2011, 18.08.2011, 14.11.2011, 05.12.2011, 24.02.2012, 17.04.2012, 01.06.2011, 13.08.2012, 04.10.2012, 14.12.2012, 07.02.2013, 11.04.2013, 13.06.2013, 08.08.2013, 07.10.2013, 24.12.2013, 11.02.2014, 10.04.2014, 07.05.2014 and 21.07.2014 were fixed for arguments; but the parties refrained from arguing their case. Accordingly, the case was reserved for award, keeping in view the reluctance of the parties and long pendency of the case since year 2006. .

7. I have gone through entire evidence available on record.

8. The workman has pleaded that he has been engaged as Casual Programme Staff by the opposite party on 11.04.1986 and worked as such till 21.07.2001 regularly when his services have been terminated by the opposite party without assigning any rhyme or reason or any notice pay or any notice pay in lieu thereof in contravention to the provisions contained in the Section 25 F of the I.D. Act. He has also pleaded that when he was in service the management devised a scheme for regularizing the casual artists, vide dated 09.06.92 and thereafter modified scheme vide dated 17.03.94 and 05.07.94, who worked as casual artists with the opposite party as on 31.12.1991; but the management did not regularize his services in spite of the fact that he was fully eligible within the terms and conditions of the said regularization schemes. The workman has taken stand that the management did not extend the benefits of the regularization to him taking excuse that he was over age; but he was well under age when joined the opposite party and also after giving him age relaxation as provided in the regularization scheme his services would have regularized. It is also the case of the workman that the management was required to

regularized the seniors first and for this the management was ought to maintain seniority list/muster roll as envisaged under the provisions contained in the Section 25 D of the Act; but the management not only failed to comply with the provisions of the Section 25 D of the Act; but also regularized many juniors viz. Shri Umesh Chandra Mihra, Mo. Nasir, Rakesh Kumar Kukreti, Ramesh Chandra Shukla, Mueen Ansari, Sishir Kumar Singh, Atul Mishra, Smt. Rekha Gupta, Smt. Seem Kazmi and Anjali Dixit, ignoring the workman.

9. Per contra, the management's case is that the workman was never appointed by it; rather he was engaged by the management to perform the work of casual nature as and when required, in short spells. His engagement ended with the end of work/engagement period; therefore, there is no question of terminating his services at any point of time. It was further pleaded that the case of the workman was considered for regularization, within the terms and conditions provided under the regularization schemes dated 09.06.92, 17.03.94 and 05.07.94; but he could not qualify for the same, even after giving him permissible age relaxation.

10. I have given my thoughtful consideration to the rival pleadings of the parties.

11. In the present case, admittedly, there was no regular appointment of the workman and he was engaged by the opposite party management on casual basis to work as Casual Programme Staff for specified time period on fixed payment. He was also given breaks and or his engagement used to come to an end with the end of the specified work/period. Moreover, the workman has not turned to substantiate his pleading by way of oral evidence; rather the management has well proved its pleadings by the way of oral evidence.

12. It has come into the pleadings and evidence of the management that in pursuance to the directions of the Central Administrative Tribunal, Principal Bench, New Delhi vide their order dated 14.02.92 in O.A. No. 563/86 between Anil Kumar Mathur vs Union of India, a scheme for regularization of casual artists in Doordarshan was launched vide Office Memorandum dated 09.06.1992, which was further modified vide office memorandum dated 17.03.94 and 05.07.94. All the Casual Artists who were employed on casual basis on 31.12.1991, including those who were on the rolls of the Doordarshan, though they may not be in services at that time were eligible for consideration. In this regard the workman's case is that the management regularized other juniors, sparing him in spite of the fact that he fulfilled the eligibility criteria of the scheme; and in rebuttal the management witness has stated that the Hon'ble Supreme Court vide order dated 20.03.2002 in Civil Appeal No. 1122-1136 directed the management to decide the cases of the casual artists in accordance with the regularization scheme dated 09.06.92 and thereafter

modified scheme vide dated 17.03.94 and 05.07.94. The workman was a party in the said SLP; and accordingly, his case was taken up by the management in terms of scheme dated 09.06.92; but he was not found eligible for regularization even after giving him age relaxation.

13. The workman in his pleadings has relied on order of Hon'ble Supreme Court in Civil Appeal No. 1122-1136 of 1999 between Union of India & Others vs. Rakesh Kumar Kukreti & Others; wherein Hon'ble Apex Court has observed that the questions raised in the appeals are squarely covered by a decision of the Court in Director, Doordarshan Kendra, Trivandrum and Others vs. S. Kuttan Pillai and others (1998) 8 SCC 736. Hon'ble Apex Court in Kuttan Pillai case, while deciding the case, where norms for relaxation of age for the purpose of regularization and for the purpose of recruitment were different in respect of respondent Floor Assistants engaged on casual basis in the Doordarshan Kendra, Trivandrum seeking regularization, held that the relaxation in age could be granted to the respondents only in accordance with the scheme notified by the OM dated 09.06.1992 as modified by OMs dated 17.03.1994 and 05.07.1994.

14. Thus, the point for consideration is whether the workman was eligible for regularization in terms of the regularization scheme dated 09.06.92 and thereafter modified vide dated 17.03.94 and 05.07.94. For apt appreciation of the case of the workman regularization on merit it would be necessary to quote the salient features of the relevant regularization schemes dated 09.06.92, 17.03.94 and 05.07.94.

"No. 1516/2(3)

Dated: 09.06.1992

Office Memorandum

Subject : Scheme for Regularization of Casual Artists in Doordarshan.

Annexure to the above OM.

Scheme for regularization of casual erstwhile staff Artists in Doordarshan as per the judgment in OA No. 563/86, dated 14.2.1992 in M/s Anil Kumar Mathur vs UoI case.

1. This scheme would be applicable to all those Casual Artists who were employed on Casual basis on 31.12.1991 including those who were on the rolls of the Doordarshan, though they may not be in services now will be eligible for consideration. Those who are engaged on casual basis after 31.12.1991 will not be eligible for consideration.
2. Only those Casual who had been engaged for an aggregate period of 120 days in a year (calendar year) will be eligible for regularization. The broken period in between the engagement and disengagement will be ignored for the purpose. The number of days is to be computed on the basis of

actual working days in the muster rolls or attendance sheets or Q-sheets.

3. Separate eligibility panels will be prepared for each category of posts, Kendra-wise, depending upon the length of service of Casual Artists. They will be considered for regularization in the order of their seniority against the available vacancies in that particular Kendra. The seniority will be determined from the date of their initial engagement by the Kendra.
4. The persons who are in the eligibility panel of one Kendra will have no right for claiming regularization in another Kendra as these are generally Group 'C' posts and selection is made Kendra-wise.
5. The Casual Artists who are to be regularized should possess the requisite educational qualification and/or experience as stipulated in the Recruitment Rules of other administrative instructions (in the absence of Recruitment Rules) existing for the post when the casual worker was initially engaged.
6. The upper age limit would be relaxed to that extent of service rendered by the Casual Artists at the time of regularization. A minimum of 120 days service in the aggregate, in one year, shall be treated as one year's service rendered for this purpose. The service rendered for less than 120 days in a year will not qualify for age relaxation.
7. The regularization of Casual Artists would be from prospective date and the Casual Artists on the eligibility panel who fail to qualify for regularization in accordance with the recruitment rules and instructions issued there under for the post, shall be removed from the panel.
8. If a Casual Artist on an eligibility panel commits a misconduct and the same is would not be eligible for regularization.
9. Till all the Casual Artistsno panel of eligible Casual Artists."

"No. 2(J)/-S.1

Dated: 17.03.1994

Office Memorandum

Subject : Scheme for regularization of Casual Artists in Doordarshan

The undersigned is directed to invite attention to DG:D O.M. of even number dated 09.06.92 on the above subject, with which a copy of the scheme for regularization of Casual Artists of Doordarshan was circulated. According to condition in para 2 of the scheme, the number of days for the purpose of regularization is to be computed on the basis of actual working days in the Muster Rolls or Attendance Sheets or 'Q' sheets.

2. It has been brought to the notice of this Directorate that although these Casual Staff Artists were engaged for 10 days or have been working on 2-3 assignments in a month on a consolidated amount of Rs. 400-500 per assignment, but in actual practice, they have been working throughout the month. This aspect has been examined by the Directorate in consultation with Ministry of I&B and procedure to be followed for arriving at the number of days of casual working will be as under.
3. The number of days for the purpose of regularization will be computed on the basis of actual wages given to the prevalent in the State during the relevant time of working. For example, if a Casual Staff Artist has been paid an aggregate sum of Rs. 1500 in a month whether for working for 10 days or for 2-3 assignments in a month and the minimum wage prevalent in the State at the relevant time was Rs. 50, the staff artists would be deemed to have worked for 30 days in a month (i.e. Rs. 1500 divided by 50) subject to the condition that the days so computed would not exceed 25 days in a month.
4. It has also been noticed that certain staff artists were engaged initially when they were over-age according to the Recruitment Rules. All such cases, with the number of days they worked on casual basis according to the formula laid down in Para 3, should be referred to the Directorate for taking a decision on merit."

"No. 4(1)/94-S.I.

Dated: 05.07.94

Office Memorandum

Subject : Regularization of Casual Artists as per revised Scheme dtd.13.-.94

The attention of all Doordarshan Kendras is invited to this Directorate's Memo No. 2(3)/86-S.I., dated 17.03.1994, copy enclosed, on the above subject. Various Doordarshan Kendras have sought certain clarifications on a number of points in regard to Revised Scheme, these points are clarified as under:-

- (a) Kendras are competent to prepare the eligibility list of Casual Artist in accordance with Para 3 of the Revised Scheme and regularize them against available vacancies in their respective category on the basis of seniority.
- (b)
- (c) The crucial date for the purpose of calculation of age is the same as in 1992 Scheme, i.e. 09.06.92 and there is no change in it.
- (d) For the purpose of age relaxation, the number of days engagement should be taken into account up to 09.06.92. The period of engagement, if any, beyond 09.06.92 in the year 1992 should not be counted for the purpose of age relaxation.

- (e) Casual Artists who have worked for 120 days in any calendar year as per revised scheme too up to the period ending on 31st December, 1991 should be considered for regularization. The casuals who have completed 120 days after 31.12.1991 are not currently counted for regularization.
- (f)
- (g)
- (h) The rates of wages prevalent by the State Government from time to time by way of minimum wage Act in which Kendra concerned falls, are to be taken for calculation of number of days of Casual Artists at that Kendra. The total amount paid to an individual Casual Artist during the month are to be divided by per day rate of payment of minimum wage for calculation of number of days in a month. The classification in different scales of pay/fee in Group 'C' and 'D' etc. is not required. The maximum number of days so calculated should be restricted to 25 days in a month.
- (i)
- (j) Where the minimum wage Act prior to 01.05.1989 are not prescribed and available, the computation of number of days should be done by the following formula:-

Total amount paid during the month/30 = Amount for one day.

The maximum number of days so arrived at should be restricted to 25 days in a month only."

A bare perusal of the above office memorandums shows that the benefit of the regularization scheme dated 09.06.92 was available to those casual artists who were employed on casual basis as on 31.12.1991 and were engaged for an aggregate period of 120 days in a calendar year. Also, the casual artist should have been in possession of requisite education qualification and experience. Also, they should have been within the upper age limit, which was relaxable to the extent of services rendered by the casual Artist at the time of relaxation i.e. on 31.12.1991. However, the modifications to the scheme dated 09.06.92 were issued vide scheme dated 17.03.94 and 05.07.1994; but the crucial date for eligibility and for the purpose of calculation of age and age relaxation etc. remained same as that in the scheme dated 09.06.92.

15. Now, entering into the merit of the case, the matter has to be examined as to whether the workman was eligible for regularization within the terms and conditions of the above quoted schemes. In this regard the case of the workman is that he was engaged on 11.04.1986 as Casual Programme Staff, when he was well within the age as prescribed in the Rules. He has filed photocopy of his matriculation certificate wherein his dated of birth is

mentioned as 10.07.58. He has also filed photocopy of advertisement seeking application for the post of Production Assistant; wherein the prescribed age limit for the post has been mentioned as 21-30 years. Therefore, it comes out that when the workman was engaged initially he was well within the prescribed age for the post; but when the scheme for regularization dated 09.06.92 came into force he had become over age on the crucial date of eligibility i.e. on 31.12.91 when he was approximately of 33 years and 05 months' age. Moreover, it is the case of the management that the case of the workman was considered within the terms of scheme dated 09.06.92, 17.03.94 and 05.07.94; but he could not get the benefit of regularization being overage by 11 months and 08 days. In this connection, it is pertinent to mention here that as per age relaxation clause provided in the scheme, a casual artist can get age relaxation with respect to the upper age limit, to the extent of services rendered by him at the time of regularization. As per scheme, for upper age relaxation, a minimum of 120 days service in the aggregate, in one year, was required to be treated as one year's service rendered for this purpose, service rendered for less than 120 days in a year were not be considered for age relaxation. The workman has alleged that the management did not give any weightage for the services rendered by him for considering age relaxation, which resulted into his disqualification for the regularization. In this respect, the management of the Doordarshan in its evidence has stated that the workman was provided age relaxation of three years even then he could not qualify the terms of regularization being over age.

16. The workman in his pleadings, pleaded that he was within the age limit when initially engaged; but got over age during his engagement. He has further pleaded that had he been given age relaxation, he would have come within the ambit of the regularization scheme. This pleading of the workman has been denied by the management through pleadings as well as in its evidence with specific statement that the workman was given three years' age relaxation since he had completed 120 days in the year 1987, 1988 & 1989; even then he failed to qualify for regularization as per regularization schemes. As per settled law, the initial burden was on the workman to prove before this Tribunal that he was eligible for age relaxation and for this he was required to prove, through cogent evidence, that he actually worked for 120 days in aggregate in a calendar year for seeking age relaxation in order to come within the purview of terms of regularization scheme.

In this regard it is noteworthy to mention that from the advertisement of the post it is clear that the prescribed upper age limit for the post is 30 years and as per matriculation certificate, filed by the workman, his date of birth is 10.07.1958, which goes to show that his age on the cutoff date as per regularization scheme i.e. 31.12.1991 was 33 years and 05 months. Therefore, it is apparent that

the workman was over age by 03 years and 05 months only. Also, as per pleadings and statement of the management witness, the workman was permitted 03 years age relaxation as he worked for 120 days in the years 1987, 1988 & 1989. As per OM dated 05.07.94. Thus, it comes out that the workman fell short of relaxation for 09 months only.

17. Admittedly, the workman worked with the management, intermittently; but the workman has neither given any detail for his working nor any reliable proof for payments made to him during different calendar years of engagement as contended by him. He has even not turned up to substantiate his pleading by oral evidence. For calculating 120 days working a formula has been enumerated in the scheme dated 17.03.1994 vide para 03 as under:

“3. The number of days for the purpose of regularization will be computed on the basis of actual wages given to the prevalent in the State during the relevant time of working. For example, if a Casual Staff Artist has been paid an aggregate sum of Rs. 1500 in a month whether for working for 10 days or for 2-3 assignments in a month and the minimum wage prevalent in the State at the relevant time was Rs. 50, the staff artists would be deemed to have worked for 30 days in a month (i.e. Rs. 1500 divided by 50) subject to the condition that the days so computed would not exceed 25 days in a month.

The above method of calculating the working days is based on the monthly payment made to a casual artist divided by minimum wages prevalent in the State at the relevant time. The workman has not provided the details of his working days or monthly payment made to him by the management. He has not even tried to summon the relevant documents from the management i.e. engagement letters, payment slips or vouchers or attendance sheets or ‘Q’ Sheets as envisaged in the scheme itself. Since the workman has not filed any details regarding the payments received by him in different years of his engagement it is not possible to calculate the number of working days in a calendar year to grant age relaxation to the workman. Moreover, the workman has not entered the witness box to corroborate his pleadings before this Tribunal.

Per contra, the case of the management is quite clear in this regard; whereby it has pleaded in para 04 of its written statement that the services of the workman were obtained in different spells as per details given hereunder:

Year	No. of days worked
1986	114
1987	206 days
1988	193 days
1989	212 days

From perusal of the above working details given by the management, it comes out that the management has granted three years’ age relaxation in terms of scheme for regularization. Hence, in view of the specific pleading and evidence of the management, regarding working of the workman, which makes him entitled for age relaxation for only three years, it was incumbent upon the workman to prove, through cogent evidence that he actually worked for 120 days in successive years of his engagement to grant him further age relaxation as proved in the schemes dated 09.06.92 specifically the scheme dated 17.03.94.

The workman utterly failed to establish that he actually worked for 120 days in aggregate in more than three calendar years to give him benefit of age relaxation as per scheme dated 09.06.92, he even did not turn up to corroborate his pleadings by the way of his oral evidence; and in the absence of any proof it is hard to carve any finding that the workman was entitled for regularization in terms of scheme dated 17.03.94, after giving age relaxation of approximately more than three years.

18. As regard termination of the workman on 21.07.2001, the management has pleaded that the workman was never appointed by the opposite party; rather he was engaged for short spells on casual basis as and when required by it. This fact is admitted by the workman in pleadings. Moreover, the workman himself has filed offer letters which goes to show that he was engaged by the management for specified time, therefore, the end of engagement on completion of task or engagement does not amount to termination of services.

19. The workman pleaded that the management has terminated his services without complying with the provisions of Section 25 F of the Act. In this regard the burden lies upon the workman to prove that he has worked for 240 days in preceding one years from the date of alleged termination as per provision of the Act and as per law laid down in 2005 (107) FLR 1145 (SC) Surenderanagar Panchayat and another v. Jethabhai Pitamberbhai ; wherein Hon’ble Apex Court came to the conclusion that where the workman failed to prove that he had been in employment with the employer for a period of 240 days uninterruptedly, he is not entitled to the protection, in compliance of section 25 – F of the Industrial Disputes Act, 1947. It was held by the Hon’ble Supreme Court that the scope of the enquiry before the Labour Court was confined only to 12 months preceding the date of termination to decide the question of the continuous service for the purpose of section 25-F of the Industrial Disputes Act, 1947. Further, Hon’ble Apex Court has observed as under:

“The claimant, apart his oral evidence has not produced any proof in the form of receipt of salary or wages for 240 days or record of his appointment

or engagement for that year to show that he has worked with the employer for 240 days to get the benefit under Section 25-F of the Industrial Disputes Act. It is now well settled that it is for the claimant to lead evidence to show that he in fact worked for 240 days in a year preceding his termination.”

Therefore, in view of the above referred case law, in order to take any relief for non-compliance of mandatory provisions contained in Section 25-F of the Act, it is necessary for the claimant to lead evidence to the effect that he was actually in employment of the opposite party for 240 days in the year preceding his termination and he was actually paid for it. In the instant case although there is pleading that provisions of Section 25-F of the Act, have not been complied with, there is no piece of evidence either documentary or oral to show that the workman worked for 240 days with the management of Doordarshan in twelve calendar months preceding the date of termination. It is pertinent to mention here that the workman has failed to substantiate this fact that the workman worked for 240 days in a year preceding the date of termination.

20. Thus, in view of the facts and circumstances of the case and the case laws laid down by the Hon'ble Apex Court, I am of the considered opinion that the workman's claim for regularization in the services of the Doordarshan, is not sustainable in the eye of law being beyond the ambit of regularization schemes dated 09.06.1992 and the modified schemes dated 17.03.1994 and 05.07.1994. Accordingly, the reference is adjudicated against the workman, Saleem Ahmad; as such he is not entitled for any relief.

21. Award as above.

LUCKNOW

11th August, 2014

Dr. MANJU NIGAM, Presiding Officer

नई दिल्ली, 27 अगस्त, 2014

का.आ. 2387.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्वारा सब डिविजनल अफसर, टेलीकम्यूनिकेशन, गुरदासपुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2 चंडीगढ़ के पंचाट (संदर्भ संख्या 675/2005 और 676/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22/08/2014 को प्राप्त हुआ था।

[सं. एल-40012/132/96-आईआर (डीयू)]

[सं. एल-40012/135/96-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 27th August, 2014

S.O. 2387.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 675/2005 & 676/2005) of the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Sub-Divisional Officer, Telecommunication, Gurudaspur and their workmen, which was received by the Central Government on 22/8/2014.

[No. L-40012/132/96-IR(DU)]

[No. L-40012/135/96-IR(DU)]

P. K. VENUGOPAL, Section Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.

Present : SRI A. K. RASTOGI, Presiding Officer

1. Case No. I.D. 675/2005

Registered on 25.8.2005

Shri Radha Kishan, C/o General Secretary,
P.S.E.B Workers Union, 280,
Ludhiana Mohala, Dhariwal-143519,
Distt. Gurdaspur (Pb.).

2. Case No. I.D. 676/2005

Registered on 25.8.2005

Sh. Sulakhan Chand C/o General Secretary,
P.S.E.B Workers Union,
280, Ludhiana Mohala,
Dhariwal-143519,
Distt. Gurdaspur (Pb.)

...Petitioners

Versus

The Sub-Divisional Officer,
Telecommunication,
Gurdaspur (Pb).

...Respondent

APPEARANCES :

For the workman : Sh. Sardool Singh Sarai.

For the Management : Sh. G.C. Babbar Advocate.

AWARD

Passed on 10-10-2012

Central Government vide Notification No. L-40012/135/96- IR(DU) and No.L-40012/132/96-IR(DU) both Dated 16.4.1998, by exercising its powers under Section 10 Sub section (1) Clause (d) and Sub section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial Disputes for adjudication to this Tribunal:-

ID No. 675/2005

“Whether the action of the management of Telephone Department in terminating the services of Sh. Radha Kishan Son of Sh. Bishamtar Dass w.e.f. 31.3.1992 is legal and justified? If not, to what relief the concerned workman is entitled?”

ID No. 676/2005

“Whether the action of the management of Telephone Department in terminating the services of Sh. Sulakhan Chand Son of Sh. Taggu Ram w.e.f. from 13.2.1989 is legal and justified? If not, to what relief the concerned workman is entitled?”

Since in both the cases a common question of law and fact is involved hence, they are being decided by this common award.

According to the claimants workman Radha Kishan remained in the employment of the management from 1.2.1987 to 31.3.1992 and Sulakhan Chand from 1.3.1986 to 13.2.1989. Their services were terminated without notice, charge-sheet and inquiry etc. and while terminating their services junior were retained and new hands were engaged subsequently. They have claimed their reinstatement with continuity of service and full back wages.

The claims were contested by the management. According to the written statements the workman Radha Krishan worked from 9.10.1987 to 31.1.1989 for 74 days and left the job of his own w.e.f. 1.2.1989. While Sulakhan Chand worked intermittently from 15.3.1986 to 31.1.1989 for 278 days. The details of working days of both the workmen have been submitted as Annexure R2 of the written statements. According to the management the appointment of the workmen was need based and they were casual mazdoors on muster roll. They remained absent for about 7 years after their leaving job and there is no explanation for filing the claim belatedly. The claims are time-barred. There is ban on engagement of casual labourers, hence, the claimants have no case for reinstatement.

Workmen filed replications in their respective cases but nothing new was said.

In support of their cases workmen examined themselves and one Ashwani Kumar of the Department as their witness in both the cases. On behalf of the management K.K. Gulati the then SDO(T) Gurdaspur was examined. The parties relied on certain papers also which will be referred at proper place.

I have heard the learned counsel for the parties and perused the evidence on record.

It is nobody's case that services were terminated as a punishment. No charge-sheet or enquiry therefore was needed in the cases. Termination of service, for any reason

whatsoever, otherwise than as a punishment inflicted by way of disciplinary action is retrenchment. Retrenchment in violation of Section 25 of the Act is invalid and to avail the protection of the said provision a workman should have completed one year's continuous service. The workmen in the present cases have not even pleaded that they have completed one year's continuous service before their alleged termination. Hence there is no case of illegal termination.

The learned counsel for the workmen argued that the department did not produce the muster roll on the ground of being not traceable. In both the cases the Department has filed letters in this regard. The learned counsel argued that a presumption should be drawn against the Department. But the question is whether have the workmen alleged to have completed 1 year's continuous service, for availing the protection of Section 25-F of the Act? Against it workmen Radha Krishan in his statement has admitted that from 1.3.1988 to 19.2.1989 he worked only for 169 days while according to the statement of Sulakhan Chand (workman) he worked for 119 days from 1.3.1988 to 19.2.1989. Thus none completed 240 days' service within one year preceding to the date of their termination. It may be mentioned that according to the management the workmen left the job of their own. Management-witness has deposed about it.

The workmen therefore failed to prove their illegal termination. They have therefore no case.

On the basis of the above going discussion the reference in ID No.675/2005 Radha Kishan and No.676/2005 Sulakhan Chand are decided against the workmen. Their services were not terminated by the management. They left the job of their own and they are not entitled to any relief. Let two copies of each award be sent to Central Government for further necessary action and one copy each be placed on the record of ID No.675/2005 and ID No.676/2005.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 27 अगस्त, 2014

का.आ. 2388.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्वारा एनटीपीसी लिमिटेड और अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 266/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 22/08/2014 को प्राप्त हुआ था।

[सं. एल-42011/162/2013-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 27th August, 2014

S.O. 2388.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 266/2013) of the Central Government Industrial Tribunal Cum Labour Court-1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of NTPC Ltd. & Others and their workman, which was received by the Central Government on 22/8/2014.

[No.L-42011/162/2013-IR(DU)]

P. K. VENUGOPAL, Section Officer

ANNEXURE

**BEFORE SHRI SURENDRA PRAKASH SINGH,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH**

Case No. ID No. 266 of 2013.

Reference No. L-42011/162/2013-IR(DU)

Dated : 05/03/2014

Shri Brij Lal S/o Shri Tulsi Ram
C/o Sunder Singh Sippi (AR),
House No. 100/3, Raoura,
Sector-2, Bilaspur (H.P.)

.....Workman

Versus

1. The Chief Manager, NTPC,
Kol Dam, Office Barmana, Bilaspur.
2. Manager, Utility Power Tech. Limited,
A-6, NTPC Colony Jamthal,
P. O. Jamthal Distt.- Bilaspur, (H.P.)
3. The President,
M/s. Koldam Oastees Cooperative Shramik &
Nirman and Supply Society Limited Kasol,
P. O. Kasol, Tehsil Sadar, Bilaspur ...Respondents.

Appearances :

For the Workman : None.

For the Management : Sh. Pankaj Kumar and Vineet Kumar

AWARD

Passed On:-5.8.2014

Government of India Ministry of Labour vide notification No. L-42011/162/2013-IR(DU) dated 05/03/2014 has referred the following dispute to this Tribunal for adjudication:

Term of Reference:

“Whether the action of the management NTPC-Koldam/PowerTech Limited M/s Koldam Oastees Co-operative Shramik and Nirman and Supply Society Ltd. In terminating the services of Sh. Brij Lal, Ex-Helper (Daily Wage basis) w.e.f. 16-06-09 without any notice and without any payment of retrenchment compensation is just, valid and legal? If not, to what relief the workman are entitled for and what directions are necessary in the matter?”

2. Case repeatedly called. Despite repeated opportunities, none appeared for the workman nor has any claim statement been filed. Representatives of the respondents are present. It appears that the workman is not interested to pursue the present reference. In view of the above the present is disposed off and answered against the workman as no claim has been lodged on behalf of the workman.

3. Reference is answered accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh.

5.8.2014

S. P. SINGH, Presiding Officer